



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, January 5, 2011, Immediately  
following the CRA Meeting  
Lake Park Town Hall  
535 Park Avenue

<b>Desca DuBois</b>	—	<b>Mayor</b>
<b>Patricia Osterman</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
<b>Kendall Rumsey</b>	—	<b>Commissioner</b>
.....		
<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Town Clerk</b>

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

- G. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

1. Regular Commission Meeting Minutes of December 1, 2010 Tab 1
2. Agreement with the Supervisor of Elections for Vote Processing  
Equipment Use and Election Services Tab 2
3. Resolution No. 01-01-11 Establishing the 2011 Municipal Election for  
Town Mayor Tab 3

H. PUBLIC HEARING :  
ORDINANCE ON 2<sup>nd</sup> READING

4. ORDINANCE NO. 13-2010 – Ad Valorem Tax Exemption Tab 4  
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE  
PARK, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF  
ORDINANCES TO CREATE A NEW ARTICLE V ENTITLED “ECONOMIC  
DEVELOPMENT AD VALOREM TAX EXEMPTIONS”; PROVIDING FOR  
SECTION 28-251, ENTITLED “TITLE”; PROVIDING FOR SECTION 28-252,  
ENTITLED “INTENT”; PROVIDING FOR SECTION 28-253, ENTITLED  
“DEFINITIONS”; PROVIDING FOR SECTION 28-254, ENTITLED  
“ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION  
ESTABLISHED”; PROVIDING FOR SECTION 28-255 ENTITLED  
“APPLICATION FOR EXEMPTION”; PROVIDING FOR SECTION 28-256,  
ENTITLED “CONSIDERATION OF APPLICATION”; PROVIDING FOR  
SECTION 28-257, ENTITLED “APPLICATION FEE”; PROVIDING FOR  
SECTION 28-258, ENTITLED “REVOCATION OF EXEMPTION; RECOVERY  
OF FUNDS”; PROVIDING FOR SECTION 28-259 ENTITLED “APPEALS”;  
PROVIDING FOR SECTION 28-260, ENTITLED “SURVIVAL”; PROVIDING  
FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR  
CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

I. DISCUSSION AND POSSIBLE ACTION

5. Presentation of Final Report for Cost Alternatives for Town Wide Street  
Lighting Tab 5
6. Flagler Boulevard Irrigation System; Phase II Tab 6

J. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

K. ADJOURNMENT:

# Consent Agenda

# TAB 1



**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: **January 5, 2011**

Agenda Item No. *Tab 1*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input type="checkbox"/> Other: Board Appointment    |   |

**SUBJECT:** Regular Commission Meeting Minutes of December 1, 2010

**RECOMMENDED MOTION/ACTION:** To approve the Regular Commission Meeting Minutes of December 1, 2010.

Approved by Town Manager *Vivian Luby for Maria Davis* Date: 12/27/2010  
*[Signature]* 12/23/10  
 Deputy Clerk Date of Actual Submittal

<b>Originating Department:</b> Town Clerk	Costs: \$ Funding Source: Acct. #	<b>Attachments:</b> Meeting Minutes
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <i>YML</i> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> _____:  Please initial one.

**Summary Explanation/Background:**



**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**Wednesday, December 1, 2010, 7:23 p.m.**  
**Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, December 1, 2010 at 7:23 p.m. Present were Mayor Desca DuBois, Vice-Mayor Patricia Osterman, Commissioners Kendall Rumsey, Steven Hockman and Jeanine Longtin, Town Manager Maria Davis, Town Attorney Thomas Baird, and Town Clerk Vivian Lemley.

Mayor DuBois led the Invocation and the Pledge of Allegiance.  
 Town Clerk Vivian Lemley performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

Certificate of Appreciation to John Lineweaver was deleted from the Agenda.

**Motion: A motion was made by Commissioner Rumsey to approve the Agenda as amended; Vice-Mayor Osterman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

**PUBLIC AND OTHER COMMENTS:**

None

**CONSENT AGENDA:**

1. Regular Commission Meeting Minutes November 3, 2010
2. Special Call Commission Meeting Minutes for An Attorney-Client Session November 9, 2010

Commissioner Longtin asked if Commissioner Hockman could confirm that the Street Closure Workshop Minutes of October 13, 2010 did not reflect that he voted “no” on the closure of all streets discussed.

Commissioner Hockman confirmed that he voted “no” to all streets discussed for closure at the Street Closure Workshop of October 13, 2010.

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Longtin to approve the Consent Agenda; Commissioner Hockman made the second.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Longtin	X		
Commissioner Hockman	X		
Commissioner Rumsey	X		
Vice-Mayor Osterman	X		
Mayor DuBois	X		

Motion passed 5-0

**PRESENTATION**

**Presentation on Cost Alternatives for Town Wide Street Lighting**

Town Manager Davis introduced Andrew Youngross with Thompson & Youngross Engineering Consulting. She explained that the Commission hired him to do a cost study analysis to see whether or not the Commission wanted to do a Town wide street lighting project.

Mr. Youngross began a PowerPoint presentation titled “Town of Lake Park Cost Study Analysis Town Wide Street Lighting RFP 101” (see Exhibit “A”). He reviewed and explained the “Required Services RFP as Modified” (see page 3 of Exhibit “A”). He reviewed and explained a chart titled “Street Lighting Cost Study Summary of Annual Costs” (see page 4 of Exhibit “A”). He stated that all lighting options were calculated using all concrete polls. He explained the different lighting options and their costs (see pages 5 through 11 of Exhibit “A”). He explained and reviewed the “Estimated Costs Per Household” (see pages 12 through 13 of Exhibit “A”). He reviewed and discussed the “Estimated Operating Costs” for each lighting option (see pages 14 through 17 of Exhibit “A”).

Vice-Mayor Osterman asked if maintenance costs were included.

Mr. Youngross explained that maintenance costs were included in his estimates.

He began to explain and discuss "Photometrics" (see pages 18 through 21 of Exhibit "A"). He reviewed layouts of "LED Decorative Street Lights" (see pages 22 through 24 of Exhibit "A"). He reviewed maps that showed the "FPL Supplemental Layout" LED Acorn Head Layout and LED Cobra Head Layout (see pages 25 through 30 of Exhibit "A"). He showed picture examples of "Existing FPL Roadway Lighting", "LED Fixtures" and a "RL LED Cobrahead" (see pages 31 through 38 of Exhibit "A"). He then concluded the presentation and opened the floor to questions from the Commission.

Mayor DuBois stated that she could not find Sabal Palm Drive on any of the maps Mr. Youngross had in his presentation.

Mr. Youngross stated that the street was probably on the map and he would have to find it for her. He showed the map on page 22 of Exhibit "A" and stated that Sabal Palm Drive was on the map and that was the map to refer to when looking for that street.

Commissioner Hockman stated for the record that he visited with Mr. Youngross and Public Works Director David Hunt regarding the cost study. He asked Mr. Youngross if he went out to the field and verified where all of the existing FPL lights were.

Mr. Youngross stated that he drove around, looked at the street light map that was given him by FPL and did a cursory look. He did not look at the wattages but looked at the type of light fixtures which were open drop fixtures.

Commissioner Hockman stated that the reason he asked was because on the one section of map provided with existing FPL lighting, there were seven lights not shown in their correct locations which would make a big difference. He stated that in Mr. Youngross cost estimates it shows that the light poles would be \$28 each. He stated that the cost estimate was for \$11,800 for 418 lights which comes to \$28 each.

Mr. Youngross explained that some of those fixtures were without replacement of the pole.

Commissioner Hockman asked how many of the lights that Mr. Youngross wanted to replace were on distribution poles or street light poles.

Mr. Youngross stated that he assumed that the poles were still good and just the fixtures would need to be replaced. He stated that his cost estimate of \$22 each was based on replacement of the fixtures only.

Commissioner Hockman stated that the cost estimate reflects that the poles would cost \$28.



Mr. Youngross explained his cost estimates did not reflect installation of new poles. He stated he took 248 new fixtures with new poles plus 170 fixtures that were existing that would be replaced on the same pole and calculated it that way.

Commissioner Hockman asked how many of the 418 poles could be placed on existing distribution poles throughout the Town.

Mr. Youngross explained that they would just replace the fixtures.

Commissioner Hockman asked that of the 248 fixtures which included poles, how many of those would be placed on distribution lines.

Mr. Youngross stated that the 248 were mostly in the middle of the block where there was no distribution except where there may be distribution they would have to see if they can get away with an existing pole.

Commissioner Hockman asked Mr. Youngross' why the cost for the electrical service panel on the LED Cobra Lights was double the price of the panel for the ACORN lights.

Mr. Youngross explained that the LED Cobra lighting would be Town wide which includes the industrial area and would mean more distribution. He stated that on the residential he took the same amount of distribution points and stopped it.

Commissioner Hockman asked for clarification as to the why the electrical panel was double for the residential.

Mr. Youngross explained that it depended on how many more points he had there. He stated that he had a map of where he put his distribution points and he would have to review it again.

Commissioner Hockman stated that the same question goes back to the electrical distribution wire. He stated that it was basically being doubled by adding the industrial and he could not believe that there was that much in the industrial area based on Mr. Youngross' estimates.

Mr. Youngross stated that he would look at his actual numbers and verify his estimates.

Commissioner Hockman stated that on the plans that Mr. Youngross previously submitted it did not have lighting on certain blocks as far as FPL supplemental lights.

Mr. Youngross stated that he would have to review the plans and verify.

Commissioner Hockman stated that the map in the presentation did not show any lighting east of U.S. Highway One.

Mr. Youngross stated that he was told there was a redesign of the entire area east of Federal Highway (U.S. Highway One) and to not include that area. He stated that he was told that the road would be designed like Park Avenue.

Commissioner Hockman stated that the road considered was only Lake Shore Drive not the connecting streets.

Town Manager Davis stated that was correct.

Mr. Youngross stated that it would be easy to add the supplemental lighting to those streets.

Commissioner Hockman asked Mr. Youngross to clarify the statement he made when he said that adding the supplemental FPL lights could not be done to meet the lighting criteria.

Mr. Youngross explained and stated that what he meant was by adding just what he put up there doesn't meet the lighting criteria for roadway design but just gives supplemental lighting. He stated that if he wanted a design for that it could be looked at and provided.

Commissioner Hockman stated that there could be the same lighting comparable whether they go with LED or FPL. He asked what standard and amount of light did Mr. Youngross choose.

Mr. Youngross stated that for the roadway lighting they used the IES recommended standards for RP-8 LED's and an average maximum of 6 to 1 and an average of .4.

Commissioner Hockman stated that on the paperwork Mr. Youngross provided that night states a maximum of 20 to 1 and 6 to 1.

Mr. Youngross explained that that was an average not a maximum. He stated that the average was .4.

Discussion continued between Commissioner Hockman and Mr. Youngross regarding the details of the cost study analysis.

Vice-Mayor Osterman asked for point of order. She stated that the discussion was becoming too technical and would be better served by having those conversations privately then summarizing them for a future meeting.

Mayor DuBois stated that the reason for the discussion was to come to a conclusion of what the Commission wants added to the lighting system. She asked Commissioner Hockman if he still wanted things added in.

Commissioner Hockman explained that he was asking for uniformity of the lighting system.

Mayor DuBois stated that the Commission would need to come to a conclusion of what they want in the lighting system so that they have something to provide in the referendum question for the voters. She asked Town Manager Davis when the deadline for the referendum question was.

Town Clerk Lemley explained that a Resolution would need to be adopted before she turns in the referendum question information to the Supervisor of Elections. The deadline for the referendum question is February 4, 2011.

Town Manager Davis explained that she needed time to educate the public. She explained that if the vote was going to happen in March it does not give her enough time to educate the public.

Commissioner Hockman stated that he wanted to make sure that the residents knew the true cost of the lighting system. He stated that he did not want to start the project without knowing what the costs will be. He didn't want to put something out there and pay more than expected or give the Town residents something they were not expecting.

Mayor DuBois asked Commissioner Hockman if there were any other financial questions that he wanted to ask Mr. Youngross.

Commissioner Longtin stated that even though a lot of the conversation was "over her head", she still wanted to hear it because otherwise she would not hear it at all if they had a conversation one on one. She stated that she was gleaning some things from it and had no problem listening to the discussion between Mr. Youngross and Commissioner Hockman.

Mayor DuBois stated that Commissioner Hockman stated some key things that she agreed with which were making sure that the residents have the opportunity to get what they believe they are getting and to also make sure that the cost is accurate when given to the voters.

Commissioner Hockman explained the discrepancies that he observed in the cost estimates provided by Mr. Youngross. He stated that if they go with FPL supplemental poles in the residential area, his recommendation was to not go underground. He stated that there would be no charge for overhead lines which would save a lot of money overall.

Town Manager Davis stated that she would need clear direction from the Commission because Commissioner Hockman's direction was to install the wiring underground.

Commissioner Hockman stated that RFP indicated underground and overhead wiring and there would need to be clarification on the costs.

Mr. Youngross explained that the underground wiring was mentioned for the residential areas and the overhead wiring was for the industrial areas.

Discussion continued between Commissioner Hockman and Mr. Youngross regarding questions about the paperwork provided to the Commission and the differences between it and the RFP and also questions clarifying costs.

Commissioner Hockman explained that approximately four years ago the Town renewed a contract with FPL for 200 poles which began a new charge on those fixtures for 20 years. If those poles are removed before the 20 years there would be an up charge. He stated that it would need to be determined if those fixtures are within the designated area for the Town owned lighting system. He stated that the cost to remove the fixtures would be more than \$1900 Mr. Youngross allotted to remove fixtures.

Commissioner Rumsey asked if the information on the location of those fixtures could be obtained from FPL by Mr. Youngross.

Town Manager Davis stated that there should be a contract with FPL that could be reviewed.

Commissioner Rumsey asked if Mr. Youngross could just be asked to include that information in his next presentation.

Commissioner Hockman stated that if those fixtures were on a lighting pole versus distribution there would be more cost and that would also need to be included in the information.

Mr. Youngross stated that the up charge to remove the FPL fixtures was included in his one million dollar figure.

Town Manager Davis clarified that there was a contract done with FPL to upgrade the fixtures and there may be an up charge for removing them before the 20 year contract expires. She stated that she would have to review the contract.

Mr. Youngross explained that how if the fixtures are removed from year 0 to 10 there is an upcharge. He stated that FPL gave him a cost of \$710,000 for the Town to remove every FPL fixture. He explained how he came up with the cost of \$1,000,000 to remove the poles and line the conduit. He stated that FPL informed him that the Town was currently leasing 366 poles and light fixtures.

Town Manager Davis asked what the \$1,000,000 included and does the \$710,000 come out of that figure.

Mr. Youngross explained that he took \$710,000 and divided it by the 366 poles and light fixtures and took that figure and multiplied it by 170 which is the number of light fixtures that need to be replaced and included that and the installation of the conduit in the \$1,000,000 figure.

Commissioner Rumsey asked for a five minute recess.

**Mayor DuBois convened the meeting at 8:40 p.m.**

**Mayor DuBois reconvened the meeting at 8:50 p.m.**

Commissioner Hockman requested that Mr. Youngross include the cost for overhead wiring in the FPL supplemental lighting in his next presentation.

Mr. Youngross asked if the RFP would be changed. He stated that it was his interpretation that the Commission wanted residential lighting wiring installed underground. He stated that he could review those costs as well and include them in his next presentation.

Town Manager Davis stated that she did not believe the overhead wiring was in the RFP for the residential areas.

CRA Project Manager Richard Pittman stated that it was his recollection that it was discussed at a previous meeting that the Commission did not want overhead wiring.

Commissioner Hockman stated that there was already existing overhead wiring and would be more cost effective to keep it that way. He described and discussed different scenarios that would not be cost effective.

Commissioner Rumsey stated that if the information was in the RFP they should get that information.

Mr. Youngross stated that he would review the RFP.

Mayor DuBois requested a more detailed cost analysis from Mr. Youngross.

Commissioner Longtin asked if Commissioner Hockman would meet with Mr. Youngross to discuss his individual concerns.

Town Manager Davis stated that what the Commission wanted the engineer to do would need to be clarified. She explained that in order for Mr. Youngross to give a detailed cost analysis, he would need to design the lighting first.

Commissioner Hockman gave an example of what type of details and costs that he was looking for.

Mr. Youngross stated that there was a modified RFP.

Commissioner Hockman stated that he did not have the modified RFP and it had not been posted on the Town's website.

Town Manager Davis stated that she would get the modified RFP and review it and give Commissioner Hockman an answer. She stated that staff informed her that there was an addendum that she was not aware of. She stated that they would ensure that whatever was in the RFP would be generated in a report and provided to the Commission.

Commissioner Longtin asked why the information the Commission received was not placed as backup on the agenda.

Town Manager Davis stated that the information was not received until that night.

Commissioner Longtin stated that the information was dated November 17, 2011.

Mr. Youngross reviewed and gave the history of the item, the Commission's requests, and the processes he followed to come up with the information he provided in the study.

Town Manager Davis stated that she would make a copy of the addendum and get it to the Commission. She stated that the addendum was put out based on the direction from the Commission.

Commissioner Hockman discussed what he was looking for and express what he felt was needed in the cost study. He stated that the cost estimate should come within 10% of the actual cost of the project and not more than 15% of the actual cost.

Commissioner Rumsey asked Mr. Youngross what his qualifications were.

Mr. Youngross stated that he was licensed electrical engineer in the state of Florida and in his profession he was qualified to design electrical systems, lighting, fire alarm systems and he must keep up with the latest technologies in his profession to keep ahead of the game.

Commissioner Rumsey asked how many people work in Mr. Youngross' firm.

Mr. Youngross stated that approximately eight to ten people worked at his firm.

Commissioner Rumsey asked that of those ten people how many worked on the Town's cost study.

Mr. Youngross stated that two people worked on it; himself and one other person.

Commissioner Rumsey asked out of the two, how many were licensed engineers?

Mr. Youngross stated that just himself out of the two was licensed.

Commissioner Rumsey asked how many years Mr. Youngross was licensed.

Mr. Youngross stated that he has been licensed over 10 years.

Commissioner Rumsey asked Mr. Youngross if he was within 10% of the price of the project.

Mr. Youngross stated that he was not within 10% of the actual cost of the project because it was not an engineered system. He stated that if he was being asked to get within 10% of the actual cost of the system he would have to design the system.

Commissioner Rumsey asked Mr. Youngross if the numbers he has put forth for budgetary reasons hold steady if it is approved in a vote.

Mr. Youngross stated that it depended on how and when the construction starts. He stated that there were different factors at play. He stated that that pricing varied \$5000 on a single head but he went with the higher price in his study.

Commissioner Rumsey asked what the range was to purchase a Cobra head light fixture.

Mr. Youngross stated that the range was \$650 to approximately \$1500.

Commissioner Rumsey asked if Mr. Youngross put in his estimate at \$1500 for a Cobra Head LED light and the base price was between \$650 and \$1500, was he giving an accurate number for the Commission to go to the public with.

Mr. Youngross stated yes.

Commissioner Rumsey asked Mr. Youngross if underground wiring increases property values.

Mr. Youngross stated that he could not say that it does but it is more aesthetically pleasing.

Commissioner Rumsey stated that it was his understanding that it does. He asked if the Ibis neighborhood had underground wiring.

Mr. Youngross stated that most of the newer neighborhoods have underground wiring. He stated that they survive a lot longer during a hurricane.

Commissioner Rumsey asked Vice-Mayor Osterman how long she was without electricity during the last hurricane.

Vice-Mayor Osterman stated that she was without power for nine days.

Commissioner Rumsey asked Commissioner Hockman how long he was without power.

Commissioner Hockman stated that he was without power for 18 days with Hurricane Frances and 15 days during Hurricane Jean.

Commissioner Rumsey asked if Commissioner Hockman had overhead wiring or underground wiring.

Commissioner Hockman stated that he had overhead wiring, but for the record FPL states that they like overhead wiring better because it is easier to see a break in the line.

Commissioner Rumsey stated that FPL also did not like LED lighting. He stated that on page 9 of Mr. Youngross' presentation booklet it stated that additional costs for engineering design and project management estimated at 2% of construction costs or \$151,000. He asked if that number came in to play if they passed it with a vote.

Mr. Youngross stated that was correct.

Commissioner Rumsey asked they would go out for another RFP to engineer it.

Town Manager Davis stated yes.

Commissioner Rumsey stated Mr. Youngross if he may or may not be able to bid on it or may or may not want to bid on it. He asked who would repair grass and swales when underground wiring is installed.

Mr. Youngross explained that the installation would be done by directional bore which would cause very limited trenching except for where the machine is placed on the ground.

Commissioner Rumsey stated that he had old oak trees in front of his house and many of the streets in the Town were lined with trees. He stated that he saw on Mr. Youngross' diagram that he had a light pole in front of his house. He stated that he did not want to lose those trees. He asked Mr. Youngross what would happen to the trees.

Mr. Youngross explained that he had a 125% factor for additional poles and lights so that the lights could be moved out of the way of the trees. He stated that he would not be able to satisfy all locations but it may be more practical to go with a lower mounting height like the ACORN mounting style.

Commissioner Rumsey if some trees would be lost.

Mr. Youngross stated that if there were trees in the swale they should be okay. He stated that it would have to do with the way the wiring is installed but he could not guarantee that no trees would be lost until the project is completed.

Commissioner Rumsey asked if the light poles behind homes in the alleyways would be addressed or remain where they are.

Mr. Youngross stated that those poles would not be addressed.

Commissioner Rumsey asked if the individual property owners who have a light pole installed on their property would be affected.

Mr. Youngross stated that those poles would not be affected.

Commissioner Rumsey asked if the lights on Bayberry Dr. been there for one year.

CRA Project Manager Pittman stated that the lights have been installed on Bayberry Drive for approximately 10 months.

Commissioner Rumsey asked if there have been any issue with those lights.



CRA Project Manager Pittman stated that there have been no issues except for one month after installation there was a problem with a blown fuse but no issues with the fixtures.

Commissioner Rumsey asked if the costs they were incurring for those light fixtures on that block could be compared with another block with the old fixtures.

CRA Project Manager Pittman stated that the monthly electrical bill for that block was \$20 per month for the six fixtures.

Commissioner Rumsey asked how much the bill was for a regular block.

CRA Project Manager Pittman stated that there was not a comparable regular block to do a comparison with.

Vice-Mayor Osterman asked how much it cost for an individual pole from FPL for electrical and maintenance.

CRA Project Manager Pittman stated that the cost was approximately \$22 per month.

Mr. Youngross explained that the poles from FPL cost approximately \$15 per month for electrical and maintenance per pole.

Commissioner Rumsey asked if the COBRA heads would be interchangeable to keep up with the modifications and advances that would be made on the LED light fixtures.

Mr. Youngross explained that depending on the manufacturer a modular change out could be done when the systems become more efficient. He stated that keep in mind that the lamp lights run 50,000 hours and would be operating for 11 to 12 hours a day which would mean a lifespan of 20 years or more.

Mayor DuBois asked if it was the consensus of the Commission to continue discussion on the item for another meeting.

Vice-Mayor Osterman stated if they were moving the item to referendum then direction must be given to staff.

Commissioner Longtin asked if the item could be moved to November 2011 for the next March election so that the Commission had time to explain and educate the public.

Vice-Mayor Osterman stated that she was not in favor of moving the item to November.

Commissioner Rumsey stated that they educated the public in one month as to why they were qualified to sit as Commissioners. He stated that if they couldn't educate the public on an issue like the lighting system then maybe they don't need to be sitting there.

Vice-Mayor Osterman stated that she had stated in the past to not put out the RFP if they did not plan to send the item to referendum because it would be a waste of tax payer dollars.

Mayor DuBois stated that she agreed with Commissioner Rumsey's statement and she felt that staff was more than capable of putting the information out and she was fairly comfortable with the cost estimates and the people of Lake Park would be the ones to decide. She asked for a motion or consensus.

Vice-Mayor Osterman stated that she did not want to move forward with installing Cobra head fixtures in residential. She recommended the decorative poles for residential and Cobra fixtures in the industrial. She expressed her concern that they were going forward with the project while the LED lighting was still in "flux" but if they are careful to purchase the heads that are more adaptable so that they can change out the fixtures down the line. Her recommendation was to move forward with decorative poles for residential and the Cobra fixtures in industrial.

Commissioner Hockman stated that they did have an estimate for the Acorn lighting which was 6.5 million dollars but not the cost with the industrial added. He asked if it cost 1 million to go with the overhead in the industrial.

Vice-Mayor Osterman stated that it was listed in the paperwork provided by Mr. Youngross.

Commissioner Hockman asked Mr. Youngross if it would cost approximately 1 million dollars for Cobra fixtures with overhead wiring in the industrial area.

Mr. Youngross stated that it would be possible and he would take a look at it to come up with an estimate.

Town Manager Davis stated that it would be great for the Commission to give a clear direction of what they want on the ballot such as what type of system they want for the referendum question.

Commissioner Rumsey asked if the Commission could come to consensus on what they would like to have in the lighting system.

Mayor DuBois stated yes and asked Commissioner Rumsey what he would like in the lighting system.

Commissioner Rumsey stated that he would like to see the decorative Acorn lighting with underground wiring in the residential parts of Town and the Cobra head lighting in the industrial area.

Commissioner Longtin stated that she would echo Commissioner Hockman's recommendation since she trusted his expertise in this field.

Mayor DuBois stated that she preferred the decorative lighting in the residential areas of Town with underground wiring and Cobra heads for the industrial area.

Vice-Mayor Osterman stated that she wanted the cost of the Cobra head lighting and non-decorative poles removal from the test block in the residential area to be taken out to the industrial area included in Mr. Youngross' estimate.

Commissioner Hockman recommended the Acorn lighting in the residential area and Cobra head lighting in the industrial area. He stated that he wanted to tell the residents what the cost will be and wants to educate them.

Mayor DuBois stated that what she just heard unanimously that all the Commissioners agreed upon Acorn lighting with decorative poles and underground wiring in the residential areas and Cobra head lighting with regular poles and overhead wiring in the industrial.

Town Manager Davis asked that now they have identified the system they want, did they still want Mr. Youngross to go back and analyze all the other factors they discussed.

Mayor DuBois stated that they would stick with what they unanimously decided on.

Commissioner Hockman stated that he agreed with the plan for the LED lighting but he wanted what the cost would be for FPL supplemental lighting.

Vice-Mayor Osterman stated that they just agreed to put one plan out and it was to not go with supplemental lighting. She did not agree and felt that it would be a waste of time to go over the cost of supplemental lighting.

Mayor DuBois agreed and stated that the subject had already been discussed more than adequate and directed to the Commission to move on to Commissioner Comments.

#### **COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Commissioner Longtin** asked why the backup to Mr. Youngross' presentation not on the Town website.

**Town Manager Davis** stated that they did not receive it.

**Commissioner Longtin** stated that she received it at the last meeting.

**Town Clerk Lemley** explained that they did not receive enough copies and the copies they did receive was provided to the Commission.

**Commissioner Longtin** asked at what time did Town Clerk Lemley received the copies.

**Town Clerk Lemley** explained that the five copies were received at the last Commission meeting and given to the Commission for their review. Staff was not provided an extra copy in order to be uploaded to the web.

**Commissioner Longtin** addressed Mr. Youngross and stated that he did not provided enough copies at the last meeting and the current meeting. She asked that he provide

enough copies to the Commission and staff next time. She then stated that she would like to see the wording for the street lighting referendum question.

**Town Manager Davis** stated that she did not understand what she meant.

**Mayor DuBois** explained that the wording for the referendum question was done during the process and as the item is constructed.

**Town Manager Davis** explained that the wording for the referendum question would be an agenda item and the Commission would have to agree on it before it is sent to the Supervisor of Elections.

**Commissioner Longtin** asked if the wording had already been done and that she thought she saw the wording some other place.

**Town Manager Davis** explained that they had not even begun the process.

**Vice-Mayor Osterman** stated that she hoped that everyone had a lovely Thanksgiving holiday and that everyone enjoys the season we are moving into. She stated that the Tree Lighting would be taking place on Friday night and Santa would also be arriving. It will be on the Town green in the downtown area. Santa arrives at 6:15 p.m. and the tree lighting would be at 7 p.m.

**Commissioner Hockman** requested that the next report for the lighting study be received at least a few days ahead of time. He stated that he wanted to be accurate regarding the lighting costs. He stated that FPO was in the RFP and if the Vice-Mayor was asking for it to be removed and not be done. He requested removing a portion of the fee since they will not be doing it. He stated that they cutting work out not lowering the contract amount to cut out all of the work that was supposed to be in the RFP. The focus would be on the Town wide system as they all agreed. He stated that he hoped that everyone comes out to the Christmas tree lighting and that they had a good Thanksgiving.

**Mayor DuBois** stated that she was on the Legislative Committee for the League of Cities to form the draft regarding the sober house issue and had met with them several times and finalized the draft on Monday and had a large meeting Wednesday where they approved the basic draft. She stated that Ellen Bogandolf was very receptive and it was good to know that the sober house issue was gaining momentum and support. She asked everyone to come out and see the tree lighting and Santa Claus. She wished everyone "Happy Holidays".

**Attorney Baird** stated that at the legislative meeting in North Palm Beach, he and the Mayor were able to speak with individually with most of the Town's delegation. He stated that in addition to Senator Bogandolf, Representative Paffer was also very supportive of the Town's legislation regarding sober housing. He stated that Mr. Gomez would be providing them further information on the Town efforts last year and will hopefully build upon some positive legislation. He stated that the closing on the Marina boat trailer parking property was expected to close on December 5<sup>th</sup>. He stated "Happy Hanukah" to those who celebrate it.

**Town Manager Davis** wished the Town's Jewish residents a "Happy Hanukah". She stated that the Ilex Park renovation was winding down. The playground was installed that day and following the installation would be the mulch and she stated that she was pleased to say that it was turning out very nice. She stated that they have shortlisted three consultant firms for the Town Engineer RFP. They are scheduled to do their presentations at the next meeting of December 15<sup>th</sup>. Their packets will be distributed to the Commission before they receive the agenda packet. The three firms chosen were Mock Roos, Simmons & White, and Clark & McCarty. She stated that the Town was working with the American Cancer Society for the Relay for Life and they now have a team of five members and they are looking for anyone who was interested in joining their team to raise money. She stated that they have raised \$300 so far. Anyone interested in joining the team can do so by visiting the website and clicking on the link in the announcement in the Community News section. She stated that she looked forward to seeing everyone at the Holiday Tree Lighting.

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Osterman and seconded by Commissioner Hockman, and by unanimous vote, the meeting adjourned at 9:43 p.m.

\_\_\_\_\_  
Mayor Desca DuBois

\_\_\_\_\_  
Deputy Town Clerk, Jessica Shepherd, CMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2010

# TAB 2



**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: January 5, 2011

Agenda Item No. *Tab 2*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Agreement Between the Supervisor of Elections and the Town for the 2011 Municipal Election

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Davis* Date: *12/17/10*  
*Vin Luby* *12/17/2010*  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  <b>Town Clerk</b>	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Supervisor of Elections Contract F.S. 101.591 Voting System Audit Rule 1S-5.026 Post Election Certification Voting System Audit
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> <b>Town Clerk</b> <i>YML</i> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u>  <b>Please initial one.</b>

**Summary Explanation/Background:** The Supervisor of Elections (SOE) has developed an agreement which includes procedures that delineate municipal responsibilities vs. SOE responsibilities for the 2011 elections. This agreement has been provided to all of the Palm Beach County municipalities to ensure a smooth election cycle. Several changes have been made since last year's agreement, which are highlighted in red. The most significant change is



**the designation of the Supervisor of Elections and one Palm Beach County Commissioner to act as the municipality's Canvassing Board. Staff recommends approval.**

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

## AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE "INSERT MUNICIPALITY NAME"

**THIS AGREEMENT**, is made and entered into this day of \_\_\_\_\_, ~~2010~~, **2011**, effective January 1, ~~2010~~ **2011**, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the "SOE", and the \_\_\_\_\_ [insert name of municipality], a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Municipality".

WITNESSETH:

**WHEREAS**, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

**WHEREAS**, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

**WHEREAS**, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

**WHEREAS**, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of [ Name of Municipality's ] General Municipal election is \_\_\_\_\_.  
It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise,

## PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

### 3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges.

Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

### 4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:

#### A. Notice and Advertisement

##### (1) Municipality

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election and act as a member of the Municipality's Canvassing Board or designate the SOE and one Palm Beach County Commissioner to act as the municipality's Canvassing Board.
- (c) Provide SOE with any municipal boundary changes as soon as possible, but no later than 60 days prior to the municipal election.

##### (2) SOE

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.
- (b) If so designated, act as the municipality's Canvassing Board with one Palm Beach County Commissioner.

#### B. Qualifying Candidates

##### (1) Municipality

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

## (2) SOE

- (a) Verify signatures on any qualifying petitions submitted by candidates and notify the Municipality of such results upon the close of the candidate qualifying deadline.

## C. Ballots

### (1) Municipality

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

### (2) SOE

- (a) Layout, check, proof and delivery ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

## D. Equipment Testing

### (1) Municipality

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE **unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.**

### (2) SOE

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Provide a representative to be present during the Logic and Accuracy testing if the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.**
- (b) Conduct public Logic & Accuracy test.

## E. Early Voting – Optional

### (1) Municipality

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.

## PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

(e) Designate Early Voting sites thirty (30) days prior to each Election and notify SOE in writing of locations.

### (2) SOE

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

## F. Absentee Voting

### (1) Municipality

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

### (2) SOE

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

## G. Polling Places

### (1) Municipality

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used **no later than noon the Friday after the municipal candidate qualifying deadline.**
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

relocated.

## (2) SOE

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

## H. Precinct Supplies

### (1) Municipality

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

### (2) SOE

- (a) Provide Precinct Registers for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place.
- (f) Provide CD of voter file database for each polling place.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

## I. Poll Workers

### (1) Municipality

- (a) Contact, contract with and pay poll workers directly.
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

### (2) SOE

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.

## PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

### J. Election Day Support

#### (1) Municipality

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

#### (2) SOE

- (a) Assist in finding poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

### K. Ballot Tabulation/Counting of Election Results

#### (1) Municipality

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board **unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.**

#### (2) SOE

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) **Unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board, assist and act as a member of the Municipality's Canvassing Board**
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

### L. Post Election Day

#### (1) Municipality

#### (2) SOE

- (a) Provide the Municipal Clerk with an official certification of election results.

## PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

### M. Audit

#### (1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (b) Reimburse SOE for any staff overtime or other related expenses as may result from conducting the manual audit.

#### (2) SOE

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their canvassing board and then the Canvassing Board shall be responsible for the random selection.**
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

### N. Recount

#### (1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (b) Act as a member of the Canvassing Board **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot **unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.**
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.



# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

## (2) SOE

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) If the municipality designates the SOE and one Palm Beach County Commissioner as their Canvassing Board, the SOE shall be responsible for the administration of the Recount including recordings and minutes of the recount.
- (e) If the municipality has designated the SOE and one Palm Beach County Commissioner, the SOE shall review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (ef) Tabulate ballots and provide professional staff for equipment operations.
- (fg) Provide official certification as determined by the Canvassing Board.

## 5. INDEMNITY:

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$100,000 for any one person or beyond \$200,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

## 6. TERM:

This Agreement shall begin on the effective date January 1, 2010 2011 and continue for a term of one year in order to cover Special Elections, if any. It shall be automatically renewed in accordance with the same terms and conditions as set forth herein upon the adoption of a Resolution by the Municipality requesting the SOE to conduct the municipality's election for the applicable year or may be modified by mutual agreement of the parties; provided, however, that either party may terminate this Agreement by providing the other party written notice of its intent to terminate no less than thirty days prior to the then applicable expiration date of the Agreement. Provided further, that the failure of the Municipality to provide the SOE with written notice of termination shall be conclusive evidence, upon which the SOE may rely, of the Municipality's

# PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT

intent to agree to a one year renewal of the Agreement, notwithstanding the lack of a Resolution of renewal being presented to the SOE or being enacted by the Municipality.

**7. CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement..

**8. NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimilie, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

<b>For the SOE:</b>	<b>For the Municipality:</b>
Supervisor of Elections	<u>Name</u>
240 S. Military Trail	<u>Street Address</u>
West Palm Beach, Florida 33415	<u>Municipality, FL</u>
Attention: Susan Bucher	Attention: <u>Manager</u>

**9. SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**10. NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**PROPOSED 2011 MUNICIPAL ELECTION AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2010  
2011.

As to the SOE:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
Susan Bucher

Date: \_\_\_\_\_

As to the MUNICIPALITY:

ATTEST:

INSERT NAME OF MUNICIPALITY

\_\_\_\_\_  
\_\_\_\_\_, Municipal Clerk

\_\_\_\_\_  
\_\_\_\_\_, Mayor

(Affix Municipal Seal)

Date: \_\_\_\_\_

Attorney Baird's recommended Changes  
in red.

AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE "INSERT  
MUNICIPALITY NAME"

THIS AGREEMENT, is made and entered into this day of \_\_\_\_\_, 2011, ~~effective January 1, 2011,~~ by and between the Palm Beach County Supervisor of Elections, an elected Constitutional county Officer of Palm Beach County, Florida, pursuant to Article VIII, Sec. 1(d) of the *Florida Constitution*, hereinafter referred to as the "SOE", and the Town of Lake Park ~~insert name of municipality~~, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during the Municipality's elections; and

WHEREAS, the SOE and the Municipality ~~havewish to~~ entered into this Agreement to set out the terms of the ~~is~~ coordinated program to which they have agreed.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, ~~the SOE and their respective its~~ constituents ~~and the SOE~~, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE ~~and staff~~ to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of the Municipality's ~~Name of Municipality's~~ General Municipal election is \_\_\_\_\_ . It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing amongst

~~municipalities~~the municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the ~~M~~municipality that it is responsible for all costs of the election. incurred by the ~~office of the~~ SOE.

3. **FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge ~~the~~ Municipalityies for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such ~~equipment~~equipment. In return, ~~for which~~ the Municipality hereby agrees not to charge the SOE for polling places within its dominion and control. Examples of municipal elections ~~fees and~~ charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within ~~thirty~~ (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of ~~total~~the total costs to small, medium and large municipalities are attached ~~hereto~~ hereto, and incorporated herein as Exhibit B.

4. **RESPONSIBILITIES OF ~~BOTH~~ THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

A. **Notice and Advertisement**

(1) **Municipality**

(a) Properly call and advertise the election according to Florida Statutes and the Municipality's Charter at the Municipality's its ~~own~~ expense.

(b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the ~~M~~municipality's election and act as a member of the Municipality's Canvassing Board or designate the SOE and one Palm Beach County Commissioner to act as the ~~M~~municipality's Canvassing Board.

(c) Provide SOE with any municipal boundary changes as soon as possible, but no later than 60 days prior to the ~~M~~municipality's election.

(2) **SOE**

(a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

~~(a)~~(b) If so designated, act as the ~~M~~municipality's Canvassing Board with one Palm Beach County Commissioner.

B. **Qualifying Candidates**

(1) **Municipality**

(a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.

(b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.

(c) Respond to all candidate inquiries and questions.

- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.

**(2) SOE**

- (a) Verify signatures on any qualifying petitions submitted by candidates and notify the Municipality of such results upon the close of the candidate qualifying deadline.

**C. Ballots**

**(1) Municipality**

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of the Municipality's said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

**(2) SOE**

- (a) Layout, check, proof and delivery ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

**D. Equipment Testing**

**(1) Municipality**

- (a) Provide ~~that~~ a representative who will be present during the Logic and Accuracy testing as noticed by SOE unless the Municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.

**(2) SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Provide a representative to be present during the Logic and Accuracy testing if the Municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.
- (c) Conduct public Logic & Accuracy test.

**E. Early Voting – Optional**

**(1) Municipality**

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting which have been incurred by the SOE.
- (b) Pay SOE for Early Voting supplies.

- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites ~~thirty~~ (30) days prior to each Election and notify SOE in writing of locations.

(2) **SOE**

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

**F. Absentee Voting**

(1) **Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

(2) **SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

**G. Polling Places**

(1) **Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing ~~thirty~~ (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be

moved to another site.

(f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

**(2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

**H. Precinct Supplies**

**(1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

**(2) SOE**

- (a) Provide Precinct Registers for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place.
- (f) Provide CD of voter file database for each polling place.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

**I. Poll Workers**

**(1) Municipality**

- (a) Contact, contract with and pay poll workers retained by the Municipality directly.
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

**(2) SOE**



- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

**J. Election Day Support**

**(1) Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

**(2) SOE**

- (a) Assist in finding poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

**(1) Municipality**

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board.

**(2) SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Unless the municipality has designated the SOE and one Palm Beach County Commissioner as their Canvassing Board, assist and act as a member of the Municipality's Canvassing Board
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the ~~Municipal Clerk~~Municipality's Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

**L. Post Election Day**

**(1) Municipality**

(2) SOE

- (a) Provide the Municipality's Clerk with an official certification of election results.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

M. Audit

(1) Municipality

- (a) Provide that the ~~Municipal~~ Municipality's Clerk ~~is~~ ~~will be~~ responsible for the administration of the audit unless the ~~M~~municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.
- (b) Reimburse SOE for any staff overtime or other related expenses as may result from conducting the manual audit.

(2) SOE

- (a) Organize precinct information to allow the Municipality's Clerk to randomly select the race and precinct(s) that shall be audited unless the ~~M~~municipality has designated the SOE and one Palm Beach County Commissioner to be their canvassing board and then the Canvassing Board shall be responsible for the random selection.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and ~~publically~~ ~~publicly~~ post manual audit result to SOE WEB site.

N. Recount

(1) Municipality

- (a) Provide that the Municipality's Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.
- (b) Act as a member of the Canvassing Board unless the municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board unless the ~~M~~municipality has designated the SOE and one Palm Beach County Commissioner to be their Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams ~~Florida the S~~ statutes and ~~the~~ rules of ~~the~~ Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-

2.027. Standards for Determining Voter's Choice on a Ballot unless the Municipality has designated the SOE and one Palm Beach County Commissioner to be its~~the~~ Canvassing Board.

(g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) SOE

(a) Post public notice(s) of the Recount with the time and location.

(b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.

(c) Provide counting teams for examining out stacked ballots.

(d) Prepare and organize ballots for Recount processing.

(e) If the Municipality designates the SOE and one Palm Beach County Commissioner as their Canvassing Board, the SOE shall be responsible for the administration of the Recount including recordings and minutes of the recount.

(f) If the Municipality has designated the SOE and one Palm Beach County Commissioner, the SOE shall review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031, Recount Procedures; and Rule 1S-2.027, Standards for Determining Voter's Choice on a Ballot.

(g) Tabulate ballots and provide professional staff for equipment operations.

(h) Provide official certification as determined by the Canvassing Board.

5. **INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$100,000 for any one person or beyond \$200,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the Municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The Municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. **TERM:**

This Agreement shall begin on the effective date January 1, 2011 and continue for a term of one year in order to cover Special Elections, if any. It shall be automatically renewed in accordance with the same terms and conditions as set forth herein upon the adoption of a Resolution by the Municipality requesting the SOE to conduct the municipality's election for the applicable year or

may be modified by mutual agreement of the parties; provided, however, that either party may terminate this Agreement by providing the other party written notice of its intent to terminate no less than ~~30~~<sup>thirty</sup> days prior to the then applicable expiration date of the Agreement. Provided further, that the failure of the Municipality to provide the SOE with written notice of termination shall be conclusive evidence, upon which the SOE may rely, of the Municipality's intent to agree to a one year renewal of the Agreement, notwithstanding the lack of a Resolution of renewal being presented to the SOE or being enacted by the Municipality.

**7. CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement..

**8. NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail,- or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

<b>For the SOE:</b>	<b>For the Municipality:</b>
Supervisor of Elections	<u>Name</u>
240 S. Military Trail	<u>Street Address</u>
West Palm Beach, Florida 33415	<u>Municipality, FL</u>
Attention: Susan Bucher	<u>Attention: Manager</u>

**9. SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**10. NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, ~~2010~~ 2011.

As to the SOE:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
Susan Bucher

Date: \_\_\_\_\_

**As to the MUNICIPALITY:**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Municipal Clerk

(Affix Municipal Seal)

INSERT NAME OF MUNICIPALITY

\_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

101.591 Voting system audit.

(1) Immediately following the certification of each election, the county canvassing board or the local board responsible for certifying the election shall conduct a manual audit of the voting systems used in randomly selected precincts.

(2) The audit shall consist of a public manual tally of the votes cast in one randomly selected race that appears on the ballot. The tally sheet shall include election-day, absentee, early voting, provisional, and overseas ballots, in at least 1 percent but no more than 2 percent of the precincts chosen at random by the county canvassing board or the local board responsible for certifying the election. If 1 percent of the precincts is less than one entire precinct, the audit shall be conducted using at least one precinct chosen at random by the county canvassing board or the local board responsible for certifying the election. Such precincts shall be selected at a publicly noticed canvassing board meeting.

(3) The canvassing board shall post a notice of the audit, including the date, time, and place, in four conspicuous places in the county and on the home page of the county supervisor of elections website.

(4) The audit must be completed and the results made public no later than 11:59 p.m. on the 7th day following certification of the election by the county canvassing board or the local board responsible for certifying the election.

(5) Within 15 days after completion of the audit, the county canvassing board or the board responsible for certifying the election shall provide a report with the results of the audit to the Department of State in a standard format as prescribed by the department. The report shall contain, but is not limited to, the following items:

(a) The overall accuracy of audit.

(b) A description of any problems or discrepancies encountered.

(c) The likely cause of such problems or discrepancies.

(d) Recommended corrective action with respect to avoiding or mitigating such circumstances in future elections.

History.

—

**Rule 1S-5.026 Post-Election Certification Voting System Audit.**

(1) **General application.** The provisions of this rule apply to a manual audit of a voting system to be conducted after certification of an election. The purpose of the manual audit is to ensure that the voting system deployed in the election tabulated all votes properly. A manual audit is not required in any election in which only paper ballots are used and are not tabulated by a voting system.

(2) **Definitions.** For purposes of this rule only, the term:

(a) "Audit team" means a two-person team that manually sorts and tallies the votes. The audit team may consist of employees of the supervisor of elections, poll workers or other temporary personnel acting under the direction of the county or other local canvassing board.

(b) "Ballot image" means an electronic record of the content of a ballot cast by a voter and recorded by the voting device.

(c) "Ballot image report" means the printout of ballot images for each machine or precinct generated.

(d) "Board" means the county canvassing board or other local board responsible for certifying the election. The board shall be governed by the provisions of section 102.141, Florida Statutes, including the process for substitution in the event a member is unable to serve.

(e) "Manual audit" means a public manual tally of the votes cast in one randomly selected race that appears on a ballot in one or more randomly selected precincts.

(f) "Marksense ballot" means the printed sheet of paper, used in conjunction with an electronic or electromechanical vote tabulation voting system, containing the names of candidates, or an issue such as a proposed constitutional amendment or other public measure submitted to the electorate at any election, on which an elector casts his or her vote.

(g) "Race" means any contest for filling a candidate office or voting on an issue. Races for state or county executive committees of political parties are not included since these races do not constitute races for candidates pursuant to s. 97.021(4), F.S.

(3) **Forms.**

(a) The following forms are used in this rule and are incorporated by reference:

1. Form DS-DE 105 A, entitled "Audit Team Worksheet for Direct Recording Electronic Ballots" (eff. 10-16-08)

2. Form DS-DE 105 B, entitled "Audit Team Worksheet for Marksense Ballots" (eff. 10-16-08).

3. Form DS-DE 106, entitled "Precinct Summary" (eff.10-16-08).

4. Form DS-DE 107 entitled "Post-Election Certification Voting System Audit Report" (eff.10-16-08).

(b) Copies of the forms may be obtained from the Division of Elections, Room 316, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, from the Division of Elections website at: <http://election.dos.state.fl.us>, or by contacting the Division of Elections at (850)245-6200.

(4) **Board duties.** The Board must:

(a) Publish at least a 24-hour advance notice of the meeting to conduct the random race and precinct selection and the meeting to conduct the manual audit. The notice may be published before the official certification of the election results but neither the random selection nor the manual audit can occur until after the certification. The notice shall include the date, time and place for each meeting. Notice shall be posted in four conspicuous places in the county and on the home page of the county supervisor of elections' website. A link to the notice on the county supervisor of election's homepage will satisfy the website notice requirement.

(b) Conduct, complete and make available the results of a manual audit of a voting system no later than 11:59 p.m. of the 7<sup>th</sup> day following the official certification of election results.

(c) Submit to the Department of State a report of the audit results in accordance with the report format prescribed in subsection (10) within 15 days after the manual audit is completed.

(5) **Random Selection of Race and Precincts.**

(a) The Board shall determine the method of random selection of the race and precincts to be audited. The selection method must be done manually and independent of any software program, and on a random basis using a uniform distribution in which all races have an equal chance of being selected and all precincts in which the selected race appears have an equal chance of being selected. Examples of such selection may include selection by drawing lots or by using a ten-sided die. However, the selection method should be done in a way that the public is assured that all races as defined in rule that appear on the ballot



are included in the random selection of the race, and that all precincts containing the selected race are included in the random selection of the precinct or precincts.

(b) The Board shall first randomly select a race from all available races on the ballots. In the event that multiple municipal or other local elections are held on the same day in a county and the county canvassing board certifies the elections, one manual audit will cover all elections held on that day and all races involved in the elections shall be available for selection of the race and precincts.

(c) The Board shall next randomly select two percent of the precincts in which the selected race appears. If two percent of the precincts equals less than a whole number, the number of precincts to be audited shall be rounded up to the next whole number.

**(6) General Procedures.**

(a) A majority of the Board shall be present at all times until the manual audit is completed.

(b) Prior to the beginning of the manual audit, the Board shall jointly review the rules and statutes governing audit procedures. The Board shall also review the security procedures for manual audits established by the Supervisor of Elections pursuant to subsection (11).

(c) The Board shall ensure that, at a minimum, the minutes of the manual audit proceedings are taken and promptly recorded and maintained.

(d) The Board shall conduct the manual audit in a room large enough to accommodate the following, at a minimum: the board, the audit teams and, if present, two public observers per audit team. If a large public turnout is anticipated, the Board should take reasonable steps to select the largest available public meeting room to accommodate the turnout. In the event that the room is not large enough to accommodate all public observers present, the Board shall provide for the random selection of the observers from among those present just prior to the beginning of the manual audit. The observers shall be allowed to witness the audit team's activities but may not interfere with the proceedings. The Board shall announce the procedures that will allow any departing public observers to be replaced by other observers.

(e) The Board may adopt reasonable rules and policies to ensure the public does not interfere or otherwise disturb the manual audit, including taking whatever reasonable action is necessary to have disruptive and unruly persons removed by law enforcement officials.

(f) The Board shall appoint as many audit teams as necessary to assist in the manual audit. The Board shall resolve any disagreement on the handling or processing of a ballot by an audit team in accordance with the rule.

(g) No person except the Board, an employee of the Supervisor of Elections or a member of an audit team shall handle any ballot or ballot container, or interfere with or obstruct the orderly manual audit.

(h) To the extent possible, the certified result from the selected race and precinct(s) to be audited shall not be disclosed in advance to the audit teams.

**(7) Specific procedures-direct recording electronic voting machine ballots.** The Board and the audit teams shall follow these specific audit procedures for votes cast on direct recording electronic machines:

(a) The Board shall order the printing of one official copy of the ballot image report from each machine to be audited. The ballot image shall constitute the ballot for purposes of the tally in accordance with this subsection.

(b) The Board shall differentiate among the voter's various choices in the selected race by assigning a distinct color code to each possible choice in that race.

(c) The audit team shall highlight the voter's choice on the ballot image report in accordance with the assigned color code.

(d) The audit team shall then tally the results and write the number of votes for each candidate or issue choice on the Audit Team Worksheet for DRE Ballots (DS-DE 105 A).

(e) The audit team shall otherwise examine the ballot images and follow the procedures used under subsection (8) for tallying and recording the votes.

**(8) Specific procedures-optical scan machine ballots.** The Board and the audit teams shall follow these specific audit procedures for votes cast on optical scan machines:

(a) The manual audit shall include a tally of the selected race for the selected precinct or precincts of ballots cast on Election Day and during the Early Voting period, absentee ballots (to include absentee ballots cast by uniformed and overseas citizens), and provisional ballots.

(b) The tally shall be of the marksense ballots that were tabulated by the voting system.

(c) Ballots cast at the precinct on Election Day, early voted ballots, absentee ballots and provisional ballots for each precinct shall be audited separately.

(d) In order to distinguish between errors attributable to improper marking of the ballot versus voting system tabulation error, each audit team shall examine a ballot and if in agreement, shall place a ballot into one of the following stacks:

1. Ballots on which the voter overvoted in the selected race.
2. Ballots on which the voter undervoted in the selected race.
3. Ballots on which the voter marked the race in a manner that should have been read by the voting system tabulator.
4. Ballots on which the voter marked the race in a manner that might not have been read by the voting system tabulator (deemed questionable ballots).

(e) The audit team shall sort the ballots that were stacked in subparagraph (8)(d)3. according to the voter's choice in the selected race. For example, all ballots with votes for Candidate A should be placed in one stack and all ballots with votes for Candidate B should be placed in another stack. The audit team members shall then tally the number of ballots in each of those stacks and write the number of votes for each candidate or issue choice in the specific race on the Audit Team Worksheet for Marksense Ballots (DS-DE 105 B).

(f) The audit team members shall also tally the number of ballots for each stack as separated in subparagraphs (8)(d)1., 2., and 4. and write the number of ballots in each stack on the Audit Team Worksheet for Marksense Ballots (DS-DE 105 B).

(g) The manual audit shall continue until completed. A recess may be called but procedures, established by the supervisor of elections, for securing the tally results and ballots shall be followed during the recess.

**(9) Results Compilation.**

(a) The board shall direct the supervisor to print a report from the voting system for the precincts selected which provides the group detail of the number of ballots for Election Day, early voting, absentee, and provisional. The provisional number may be included in one of the other numbers. This report will

be what the board shall compare to the audit teams' manual count. The report shall not be provided to the audit team members.

(b) After the audit team has finalized its tally, the Board shall compile the results and compare the manual tally under subsections (7) and (8) to the official vote totals for the selected race in the selected precinct(s).

1. If the manual tally and official vote totals match for that precinct, this result is to be listed on the Precinct Summary form (DS-DE 106).

2. If the manual tally and official vote totals do not match, the Board shall determine if the difference can be reconciled by reviewing the official totals and the stack set out pursuant to paragraph (8)(d)1., 2, and 4. If the re-tally and totals still do not match, the Board shall direct a different audit team, if available, to conduct a manual re-tally.

3. If the re-tally and totals still do not match, the Board shall direct the audit team, to review the paper ballot tabulator printed tapes or reports for the number of ballots cast in the selected race and precinct(s). If the number of ballots cast in the selected race from the printed tapes or reports does not match the number of ballots audited, the canvassing board shall take the steps necessary to resolve the discrepancy. If that tally and official totals still do not match, that manual tally and difference are to be noted on the Precinct Summary form (DS-DE 106).

(10) **Audit Report.** The Board shall submit its report to the Department of State using the "Post-Election Certification Audit Report" (DS-DE 107). Each audit report shall be accompanied by a completed Precinct Summary form (DS-DE 106) for each precinct audited. The report shall also include a description of:

- (a) The overall accuracy of the audit.
- (b) Problems or discrepancies encountered, if any.
- (c) The likely cause of any problems or discrepancies encountered, if any.
- (d) Recommended corrective or remedial actions for any problems or discrepancies encountered, for purposes of avoiding or mitigating such problems or discrepancies in future elections.

(11) **Security procedures.** Each county supervisor of elections pursuant to its responsibility under section 101.015, F.S., shall ensure that its security procedures include procedures relating to the

security of ballots, chain of custody controls, protocols for authorized access and secure storage of ballots that may be used in a manual audit.

Specific Authority 20.10(3), 97.012(1), 101.591, 101.5911 FS. Law Implemented 101.591, FS. History–  
New 10-16-08.

**Palm Beach County Supervisor of Elections Office**

**Summary of Activity For Municipal Elections**

	<u>Costs</u>	
<b><u>ABSENTEE BALLOTS</u></b>	<b><u>\$3.75</u></b>	<b>Cost per AB Ballot processed</b>
* Process Absentee Ballot Requests	0 45	
* Prepare and mail Absentee Ballots (machine use, staff time, voter file, postage), record/verify absentee ballot returns, prepare/opening of absentee ballots for tabulation	2 25	
* Provide absentee voting - prep and mailing	1 00	
* Notification to Absentee Ballot and provisional voters on the disposition of Canvassing Board	0 05	
<b><u>MUNICIPAL PACKAGE</u></b>	<b><u>\$2,338</u></b>	<b>Cost per Municipal</b>
* Arrange for translating, printing and recording of audio ballot	127	
* Provide polling place supplies - signs, cones, tables, chairs, etc.	25	
* Assist in finding poll worker replacements	54	
* Develop master CD compilation for precinct advisors	72	
* Provide certification of registered voters after book closing	60	
* Prepare Absentee Ballot, Edge layout and Sample Ballot	264	
* Publish legal notices for L&A testing, canvass and post elections and news releases on book closing, absentee ballots and other election related news	180	
* L&A test - development of a unique test script, manual ballot marking, pretesting for comparisons and pulling equipment for public tests	193	
* Election Day support (SOE staff and phone bank)	133	
* Election night support (SOE staff, vote tabulation and vote certification)	710	
* Assist municipality with canvass of Absentee Ballots, schedule canvass and act as member of Canvassing Board	290	
* Post election results on WEB site and Channel 20	94	
* Interface with candidates, press, city staff, city attorneys regarding Election Law	121	
* Conduct mandatory audit post election	14	
<b><u>PRECINCT SERVICES</u></b>	<b><u>\$155</u></b>	<b>Cost per precinct</b>
* Copy of current polling place contract	0 15	
* Provide Clerks with cell phone, precinct registers, affidavits, bags, etc.	20 00	
* Delivery and Pick up of voting equipment to training locations	8 46	
* Prepare precinct scanners and ADA Touch screen equipment	3 32	
* Prepare equipment cabinets and routing of voter equipment	14 65	
* Copy of current poll workers	0 15	
* Create and retain voting history (post elections)	25 61	
* Plan training class locations/train pollworkers/provide printed training materials	68 33	
* Provide laptop computers for Precinct Advisors	13 93	
* Provide CD of voter file database for Precinct Advisors	0 50	
<b><u>OPTIONAL SERVICES</u></b>		
* Registered Voters List, Mailing Labels, checks and verifications		
* Petition Signatures		
* EV Ballot printing costs (Runbeck BOD)		
* Early voting support		
* Run-offs, re-counts, costs, location, procedures,		
* Court challenges, legal expenses		
* Hire temporary staff as required		

**PALM BEACH COUNTY SUPERVISOR OF ELECTIONS**

**Municipal Elections Charges**

**EXAMPLE OF MUNICIPAL COSTS \***

<u>MUNICIPALITY</u>	<u>MUNICIPAL PACKAGE</u>	<u>ABSENTEE BALLOTS</u> # ballots @3.75	<u>PRECINCTS</u> # precincts @ \$155	<u>TOTAL COST</u>
HAVERHILL	\$2,338	40 \$150	4 \$620	\$3,108
RIVIERA BEACH	\$2,338	1,209 \$4,534	16 \$2,480	\$9,352
BOCA RATON	\$2,338	3,304 \$12,390	47 \$7,285	\$22,013

- \* The volume of Absentee Ballots and precincts is based on 2009 election data
- \* Costs do not include costs currently absorbed by municipalities i.e.: pollworker payroll, precinct rentals, advertising, security, and equipment delivery

# TAB 3





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** January 5, 2011

**Agenda Item No.** *Tab 3*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION      |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input type="checkbox"/> CONSENT AGENDA             |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Resolution Establishing A General Election For Mayor

**RECOMMENDED MOTION/ACTION:** Approve Resolution

Approved by Town Manager *W. Davis* Date: *12/22/10*  
*Vin Luley* *12/21/10*  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  Town Clerk	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b>  Resolution
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <u><i>YMC</i></u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:** Staff recommends approval/adoption of Resolution No. 01-01-11 which establishes the date, time and place of the General Election for Mayor.

**RESOLUTION NO. 01-01-11**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING THE TIME AND PLACE OF A GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 8, 2011 FOR THE PURPOSE OF ELECTING A MAYOR FOR THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE QUALIFYING/FILING PERIOD FOR SUCH GENERAL ELECTION AS TUESDAY JANUARY 25, 2011 THROUGH TUESDAY FEBRUARY 8, 2011 AT NOON; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS;**

**Section 1.** A General Election shall be held and is hereby declared to be held in the Town of Lake Park, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, the 8<sup>th</sup> day of March, 2011, for the purpose of electing a Mayor to the Town Commission of the Town of Lake Park.

**Section 2.** Tuesday, January 25, 2011 at 12:00 noon, is hereby designated as the opening date for those interested persons in qualifying as Mayor, for the General Election to be held on Tuesday, March 8, 2011; and establishing Tuesday, February 8, 2011 at 12:00 noon as the closing date for candidates to file with the Town of Lake Park for the March 8, 2011 General Election.

**Section 3.** At least thirty (30) days before Tuesday, February 8, 2011, but not more than forty five (45) days before Tuesday, March 8, 2011, the Town Clerk of the Town of Lake Park ("Town") shall post in three (3) conspicuous places in the Town, one of which shall be at the door of Town Hall, the notice of the General Election, and the offices and vacancies on the Town Commission to be filled;

**Section 4.** The Palm Beach County Supervisor of Elections or designee and one Palm Beach County Commissioner is hereby designated as a member of the Town's Canvassing Board, enabling the designee to represent the Town of Lake Park at the Logic and Accuracy ("L&A") testing of the voting equipment prior to the General Election. The Supervisor of Elections Office is also hereby requested to prepare absentee ballots for the Town of Lake Park, to be distributed to those electors who are unable to vote on the day of the General Election. The Supervisor of Elections Office is hereby requested to count the absentee ballots and include Lake Park in the canvassing advertisement.

**Section 5.** This Resolution shall take effect immediately upon adoption.

# TAB 4



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: January 5, 2011**

**Agenda Item No. Tab 4**

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING                                | <input type="checkbox"/> RESOLUTION                 |
| <input type="checkbox"/> ORDINANCE ON FIRST READING                    | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input checked="" type="checkbox"/> <b>ORDINANCE ON SECOND READING</b> | <input type="checkbox"/> BID/RFP AWARD              |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION                     | <input type="checkbox"/> CONSENT AGENDA             |
| <input type="checkbox"/> Other:  |   |

**SUBJECT: Ad Valorem Tax Exemption Ordinance**

**RECOMMENDED MOTION/ACTION: Adoption**

**Approved by Town Manager** W. Davis **Date:** 12/17/10  
 Patrick Sullivan, Director CD PS 12-17-10  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  Community Development	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> <b>Resolution</b>
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input checked="" type="checkbox"/> Community Development <u>AM</u> <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>AM</u> OR Not applicable in this case _____ <b>Please initial one.</b>

**Summary Explanation/Background:** The Town, in March of 2009, agreed by referendum to adopt an Ad Valorem Tax exemption ordinance that would provide for economic development incentives for larger, targeted businesses to locate in Lake Park. The exemption is limited in scope and generally only available to manufacturing companies that create 10 or more jobs or other

businesses that create at least 25 full-time employee positions and take in more revenue out of state than in-state and finally a corporate office that employs 50 or more employees. Generally speaking, retail establishments and smaller businesses are not eligible.

What is before you tonight is the ordinance that provides the framework for future requests for tax exemptions. This ordinance closely follows Florida State Statutes. It should be noted that each and every request for a tax exemption must be reviewed and approved by the Town Commission. This ordinance simply supplies the framework for review. The ordinance has been reviewed by the Town Attorney for legal sufficiency. Staff recommends adoption.

**ORDINANCE NO. 13-2010**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE V ENTITLED "ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS"; PROVIDING FOR SECTION 28-251, ENTITLED "TITLE"; PROVIDING FOR SECTION 28-252, ENTITLED "INTENT"; PROVIDING FOR SECTION 28-253, ENTITLED "DEFINITIONS"; PROVIDING FOR SECTION 28-254, ENTITLED "ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION ESTABLISHED"; PROVIDING FOR SECTION 28-255 ENTITLED "APPLICATION FOR EXEMPTION"; PROVIDING FOR SECTION 28-256, ENTITLED "CONSIDERATION OF APPLICATION"; PROVIDING FOR SECTION 28-257, ENTITLED "APPLICATION FEE"; PROVIDING FOR SECTION 28-258, ENTITLED "REVOCATION OF EXEMPTION; RECOVERY OF FUNDS"; PROVIDING FOR SECTION 28-259 ENTITLED "APPEALS"; PROVIDING FOR SECTION 28-260, ENTITLED "SURVIVAL"; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Article VII, Section 3, of the Constitution of the State of Florida and Florida Statutes §196.1995 empowers the municipality to grant economic development ad valorem tax exemptions provided the electors of the municipality, affirmatively vote in a referendum to authorize such exemptions; and

**WHEREAS**, in a referendum which was held on March 10, 2009, the electors of the Town authorized the Town Commission to grant economic development ad valorem tax exemptions provided a business qualifies for same and;

**WHEREAS,** It is the intent of the Town Commission by enacting this article to provide an incentive to those new or expanded businesses which, in accordance with the statute are eligible, and which would make a positive contribution to the economy of the Town by providing new jobs and improvements to real and personal property within the Town; and

**WHEREAS,** It is the intent of the Town Commission to promote the economy by creating jobs in the municipality in such a way so as not to disadvantage existing businesses while recognizing that productive competition assists in economic growth.

**WHEREAS,** the Town Commission desires to provide incentives to businesses of diverse industries which would have a positive impact on the economy of the Town; and

**WHEREAS,** the Town Commission declares that the provision of ad valorem tax exemptions pursuant to this article serves the public purpose of fostering economic growth in the Town which will benefit of the Town's residents and its business owners; and

**WHEREAS,** the Town Commission will consider applicants for exemptions in a rational, nondiscriminatory basis.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

**Section 2.** Chapter 28, Article V, to be entitled "Economic Development Ad Valorem Tax Exemption" and Sections 28-251, 28-252, 28-253, 28-254, 28-255, 28-355, 28-256, 28-257, 28-258, 28-259, 28-260 and 28-262 of the Code of Ordinances of the Town of Lake Park, Florida are hereby created to read as follows:

**ARTICLE V. ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION**

**Sec. 28-251. Title.**

This article shall be known and cited as the "Economic Development Ad Valorem Tax Exemption Ordinance of Lake Park, Florida."

**Sec. 28-252. Intent.**

It is the intent of the Town Commission by enacting this article to provide an incentive which benefits a new business which agree to locate within the Town, or an existing business in the Town which expands, provided such business meets the statutory intent of Section 196.1995, F.S.

It is the intent of the Town Commission by enacting this article to promote the Town's economy by creating jobs in the Town.

It is the intent of the Town Commission by enacting this article to provide incentives to businesses of diverse industries which would have a positive impact on the Town's economy.

**Sec. 28-253. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in current Florida Statutes and the Florida Administrative Code. Should any of these definitions contained in Florida Statutes, or the Florida Administrative Code be amended, the definitions herein shall be interpreted such that they conform to the amended definitions.

Applicant: Any person, firm, partnership, or corporation who files an application with the commission seeking an economic development ad valorem tax exemption.

Commission: The town commission of Lake Park, Florida.

Business: Any activity engaged in by any person, firm, partnership, corporation, or other business organization or entity, with the object of private or public gain, benefit, or advantage, either direct or indirect.

Department: The Florida Department of Revenue.

Enterprise zone: An area designated as an enterprise zone pursuant to F.S. 290.0065.

Expansion of an existing business: As defined in F.S. § 196.012(16), an expansion of an existing business means:

- (1) a. A business establishing 10 or more jobs in the Town which would employ 10 or more full-time employees, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
  - b. A business establishing 25 or more jobs in the Town which would employ 25 or more full-time employees, the sales factor of which, as defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 50 % inside the Town for each year the exemption is claimed; or
  - c. A business occupying office space in the Town which establishes 50 or more jobs employing 50 or more full-time employees; or
  - d. Any business located in an enterprise zone (pursuant to F.S. § 290.0065) which creates new full-time jobs in accordance with the business disciplines identified above.
- (2) The expansion of an existing business, including a business located in an enterprise zone, which increases operations on a site which is co-located with a commercial or industrial operation owned by the same business, and which results in a net increase in employment of not less than 10 % or an increase in productive output of not less than 10 %.



Goods: All personality when purchased primarily for personal, family, or household use, but not including personality sold for commercial or industrial use.

Improvements: Physical changes made to raw land, and structures placed on or under the land surface.

New business: As defined in F.S. § 196.012(15), a new business means:

- (1)
  - a. A business establishing 10% or more jobs to employ 10% or more full-time employees in the Town and which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
  - b. A business establishing 25 or more jobs and which employs 25 or more full-time employees in the Town, the sales factor of which, is defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 50% in the Town for each year the exemption is claimed; or
  - c. An office space in the Town which is leased or owned and used by a corporation newly domiciled in the Town; provided such office space houses 50 or more full-time employees of such corporation; or
  - d. Any business located in an enterprise zone (pursuant to F.S. § 290.0065) and creating new full-time jobs in accordance with the business disciplines identified above.
- (2) Any new business, including a business located in an enterprise zone, must first begin operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

Retail operation: A business regularly engaged in, and whose business consists to a substantial extent of, selling goods to a buyer, not principally for the purpose of resale.

Sales factor: As primarily defined in F.S. § 220.15(5), the sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

#### **Sec. 28-254. Economic development ad valorem tax exemption established.**

(a) Incentive. There is herein established an economic development ad valorem tax exemption (hereinafter the "exemption"). The exemption is a local option tax incentive for new or expanding businesses which may be granted or refused at the sole discretion of the commission.

(b) Ineligible improvements. The exemptions shall not accrue to improvements to real property made by or for the use of new or expanding businesses when such improvements have been included on the tax rolls prior to the effective date of the ordinance specifically granting a business an exemption as provided in subsection 28-257(g) herein.

(c) Eligible improvements. Any exemption granted by the Town may apply up to 100% of the assessed value of the improvements the business has made to real property for the use of by the business and all tangible personal property of such business, or up to 100% of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate the expansion of an existing business, provided that the improvements to real property are made or the tangible personal property

is added or increased under either of the following two conditions:

(1) By January 1 of the year in which the application will be filed as provided in subsections 28-255(f)(1) and 28-257(g) herein; or

(2) After the effective date of the ordinance specifically granting a business an exemption as provided in subsections 28-255(f)(2) and 28-257(g) herein.

Property acquired to replace existing property shall not be considered to facilitate a business expansion.

(d) Exemption period. The exemption period may extend for up to 10 years from the date the commission adopts the ordinance granting an exemption.

(e) Land. No exemption shall be granted for the land upon which a new or an expanded businesses is located.

(f) Completed or planned improvements. A business may file an exemption under either of the following two conditions:

(1) Completed improvements. No exemption shall be granted to any existing building or an addition to an existing building unless such building or addition was completed within the 12 month period (January 1 to December 31) preceding the date of an application.

(2) Planned improvements. The only exception to subsection (1) above is when a business submits an application and the building or addition was not completed within the 12 month period preceding the date of the application and/or all tangible personal property improvements are not in the building or addition at the time of the filing of the application, but the application identifies all planned improvements, including the total estimated amount of such improvements, none of which can be changed or increased following the adoption of the ordinance granting the exemption.

(g) Retail. No exemption shall be granted to any retail business unless it otherwise qualifies for an exemption as set forth in this article.

(h) Taxes applicable. The exemption applies only to taxes levied by the Town. The exemption does not apply to taxes levied by a county, school district, or water management district, stormwater district, or other special taxing districts or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 and Section 12, Article VII of the Florida Constitution.

(i) Business maintenance, annual report and annual exemption renewal application. The entitlement to an exemption for the period granted is conditioned upon:

(1) Business maintenance. The maintenance of the new business or the expansion of an existing business as defined in section 28-254 throughout the entire period of the exemption granted; and

(2) Annual report. The applicant shall annually submit to the commission a report which demonstrates that it remains eligible for the exemption. The report shall be submitted to the commission on or before March 1 for each year the exemption is in effect. The report shall be made in such form as prescribed by the Community Development Department. The Community Development Department shall provide the applicant with an annual report form no later than December 1.; and

(3) Annual renewal exemption application. The applicant shall submit an annual exemption renewal application and employee roster to the Property Appraiser on or before March 1 evidencing satisfaction of this condition. The renewal application shall be made in such form as prescribed by the Community Development Department.

(4) Continued performance. Any business granted an exemption shall furnish to the commission or its designee, such information as the commission or its designee may reasonably deem necessary for

the purpose of determining continued performance by the business of the conditions stated in this article and the representations made in the application process.

**Sec. 28-255. Application for exemption.**

(a) Application. Any eligible person, firm, partnership or corporation which desires an exemption shall file with the Town a written application on a form provided by the Community Development Department.

(b) Information required to evaluate the benefit to the Town. In order to evaluate the economic impact upon the town, the applicant shall, at a minimum, submit information regarding the following criteria:

- (1) The name and location of the new business or of an existing business which is proposing an expansion;
- (2) The name of the owner(s) of the eligible new or existing business;
- (3) A description of the improvements to the real property for which an exemption is requested and the date of the expected commencement of construction of such improvement;
- (4) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is expected to be purchased;
- (5) Proof, to the satisfaction of the commission, that the applicant meets the criteria for a new business or for the expansion of an existing business as defined in section 28-253 hereof;
- (6) The current number of full-time/equivalent (FTE) and seasonal employees of the expanding business; the total number of FTE and seasonal jobs to be created and maintained by the new or expanding business, and the period (total number of years) needed to fill all of the new jobs;
- (7) The expected number of employees who will reside in the municipality;
- (8) The average annual wage of the new jobs, identifying the average annual salary with executives salaries included and with executives' salaries excluded;
- (9) A detailed description of the type of industry or business;
- (10) The environmental impact of the business;
- (11) The current and anticipated volume (in dollars) of business or production, and the percentage of total product sales outside of the municipality;
- (12) Whether relocation or expansion would occur without the exemption;
- (13) The cost and demand for services which are generated by the new business, or the expansion of the existing business;
- (14) The source of supplies (local or otherwise);
- (15) Whether the business will be/is located in a community redevelopment area and/or enterprise zone; and
- (16) The total length (number of years) of the exemption period being requested.
- (17) Other information deemed necessary by the Department to evaluate the applicant's economic impact upon the Town.

(c) Job creation and maintenance. In order to continue to be eligible for the exemption for the period the exemption has been granted, the business must commence the creation of full-time jobs within the period of the exemption and shall maintain those jobs created annually by the business throughout the period of exemption through its expiration. If a business requires time beyond the date of the expiration of the exemption to fulfill its representations regarding new jobs, and any other criteria identified in the application and relied upon by the Town, the business may propose

different terms which shall be reduced to a written agreement with the Town. The agreement will obligate the business to comply fully with those commitments.

(d) Community redevelopment agency. If a new business, or an existing business proposes an expansion in the Town's community redevelopment area, the community redevelopment agency shall be provided a copy of the application for its review and comment. The comments of the community redevelopment agency, if any, may be taken into consideration by the commission when deciding whether to grant an application. The comments of the community redevelopment agency may also be in the form of an objection to an application for an exemption..

(e) Filing deadline. Any applicant who is seeking an exemption shall file the application on or before March 1 of the year in which an exemption is requested.

(f) Review. Upon submittal of the application, the Department of Community Development shall provide an initial review within 10 business days of the applicant's submission of the application and shall notify the applicant of any deficiencies noted as part of its initial review.

(g) Agreement. A business will be required to enter into an agreement with the commission to ensure that the business will satisfy its job creation and maintenance obligations.

#### **Sec. 28-256. Consideration of application.**

(a) Action within ninety-day period. The commission shall consider all complete applications and may take action on an application, , including the enactment of an ordinance to grant such applications as it determines to be eligible for an exemption, within 90 days of March 1. During this 90 day period, all interested agencies and parties shall have an opportunity to review and comment on any application under consideration for exemption..

(b) Eligibility threshold. The threshold for eligibility is whether the business meets the definition of a new business or for the expansion of an existing business as provided in section 28-253, and one which is not an ineligible business or industry as defined in subsection (d) herein below and subsection 28-255(g).

(c) Economic benefit. The next level to determine eligibility is the commission's consideration of the information in the application to determine whether the economic benefit test set forth in 28-255 of this Code has been met.

(d) Environmental. An existing business which is in violation of any federal, state, or Town law, rule or regulation governing environmental matters is not eligible for the exemption provided for herein.

(e) Property appraiser review. Before the commission takes action on an application, the commission shall deliver a copy of the application to the Palm Beach County Property Appraiser's review of the fiscal impact of the exemption, if granted. The Property Appraiser shall report to the commission the fiscal impact of granting the exemption Within 30 days

(f) Property appraiser report. The property appraiser's report shall include the following:

(1) The total revenue available to the Town for the current fiscal year from ad valorem tax sources or an estimate of such revenue if the actual total available revenue cannot be determined;

(2) The amount of revenue which would be lost to the Town for the current fiscal year for all exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;

(3) An estimate of the amount of revenue which would be lost to the municipality for the current fiscal year if the exemption applied for was granted had the property for which the

exemption is requested otherwise been subject to taxation; and

(4) A determination as to whether the property which is the subject of an application for exemption is to be incorporated into a new business or the expansion of an existing business, or into neither, which determination the property appraiser shall also affix to the face of the application. Upon request, the department will provide the property appraiser such information as it may have available to assist in making this determination.

(g) Ordinance. After consideration of the application and the report of the Property Appraiser, the commission may adopt an ordinance granting the exemption. If granted, the ordinance shall include the following information:

(1) The name and address of the new business or the expansion of an existing business;

(2) The name of the owner(s) of the new business or the expansion of an existing business;

(3) The total amount of revenue available to the Town from ad valorem tax sources for the current fiscal year, the total amount of the revenue lost to the Town for the current fiscal year by virtue of exemptions currently in effect, and the estimated amount of revenue attributable to the exemption granted to the new or expanding business;

(4) That the exemption expires on the 10 year anniversary date of the commission's enactment of the ordinance granting the exemption; and

(5) A finding that the business meets the definition of a new business or an expansion of an existing business as set forth in section 28-253.

(h) Ownership. Any business granted an exemption shall inform the commission in writing within 10 days as to any changes in ownership of the business granted an exemption. The failure of a business which has been granted an exemption to notify the commission in writing of a change in ownership is cause for revocation of the ordinance granting the exemption.

(i) Precedent. No precedent shall be implied or inferred by the granting of an exemption to a new or expanding business. Applications for exemptions shall be considered by the commission on a case-by case basis for each application, after consideration of the application and the Property Appraiser's report on the application.

#### **Sec. 28-257. Application fee.**

A nonrefundable fee in the amount of \$1,000.00 plus any additional expenses incurred by the Town which may include attorney's fees, ordinance advertising requirements, etc. shall be charged for processing the economic development ad valorem tax exemption application and preparing, implementing, and monitoring any exemption ordinance adopted by the commission.

#### **Sec. 28-258. Revocation of exemption; recovery of funds.**

(a) Commission. Should any new business or expansion of an existing business fail to file the annual report with the commission on or before March 1 of each year the exemption has been granted as required in sections 28-255(i)(1) and (2), or fail to continue to meet the definition of a new business or an expansion of an existing business, and/or fail to fulfill any other representation made to the commission during the application process, including the creation and maintenance of the total number of new jobs identified by a business in the application (exhibit "A," not set out herein, but on file in the office of the municipality clerk), the commission may adopt an ordinance revoking the ad valorem tax exemption.

(b) Revocation. The revocation of an ordinance may occur for a business that fails to fulfill its

obligations as provided for under the ordinance granting the business an exemption after the expiration of this article on March 9, 2019. The effective date for revocation of the exemption will be identified in the ordinance.

(c) Notification. Upon revocation, the commission shall immediately notify the property appraiser.

(d) Recover taxes. For any year that taxes may have been exempted and the commission finds that the business was not entitled to the exemption, such taxes may be recovered and the property appraiser will assist the commission to recover any taxes exempted.

(e) Property appraiser. Should any new business or expansion of an existing business fail to file the annual exemption renewal application with the property appraiser on or before March 1 of each year the exemption has been granted as required in subsections 28-255(i)(3) and in accordance with F.S. § 196.011(1)(a), or fail to continue to meet the definition of a new business or an expansion of an existing business, the property appraiser may deny the exemption in accordance with F.S. § 196.193(5).

(f) Reapply. Nothing herein shall prohibit a business from reapplying for an ad valorem tax exemption pursuant to state law.

**Sec. 28-259. Appeals.**

The decision of the Town Commission denying an exemption to a particular business is subject only to judicial review based upon the record of the hearing wherein the application was considered.

**Sec. 28-260. Survival.**

For purposes of enforcement and revocation, this article shall survive the expiration date of March 9, 2019.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 4. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Codification.** The sections of the Ordinance may be made a part of the Town Code of Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon adoption.

# TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 5, 2011

Agenda Item No. *Tab 5*

- PUBLIC HEARING
- RESOLUTION
- ORDINANCE ON FIRST READING
- DISCUSSION/POSSIBLE ACTION
- ORDINANCE ON SECOND READING
- BID/RFP AWARD
- PRESENTATION/PROCLAMATION
- CONSENT AGENDA
- Other: PRESENTATION

**SUBJECT:** Presentation of Final Report for Cost Alternatives for Town Wide Street Lighting.

**RECOMMENDED MOTION/ACTION:** Hear Presentation, Discuss Findings and Referendum Question.

Approved by Town Manager *W. Lewis* Date: *12/21/10*

Richard Pittman/CRA Project Manager  
Name/Title

December 22, 2010  
Date of Actual Submittal

<b>Originating Department:</b> Administration	Costs: \$ 0 Funding Source: Acct. # <b>NA</b>	<b>Attachments:</b> Cost Study Report
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>RP</u> Please initial one. <i>RP</i>

**Summary Explanation/Background:** The Town has retained the firm of Thompson & Youngross Engineering Consultants, LLC to perform a Cost Study for Town Wide Street Lighting. On December 1<sup>st</sup> Mr. Andrew Youngross presented various street lighting cost scenarios to the Town Commission. As a result of Commission discussion and direction and



**meetings with administration and staff, Mr. Youngross is prepared to present the information which is included in his final report.**

**When the various costs were presented and discussed on December 1<sup>st</sup> the Commission direction was to prepare details sufficient for a referendum question associated with LED Acorn fixtures in the residential areas and LED Cobra head fixtures in the industrial areas. Costs associated with these options will be discussed in anticipation of a referendum question being approved at the January 19<sup>th</sup> Commission meeting. This ballot question must be at the Supervisor of Elections office by noon on February 4<sup>th</sup>.**

**Additionally, State Statutes require advertisement of the referendum at least twice, once in the fifth week and once in the third week prior to the week in which the referendum is to be held. This means that the Town must advertise during the weeks of January 31<sup>st</sup> and February 14<sup>th</sup>.**



**Town of Lake Park  
Cost Study Analysis  
Town-wide Street Lighting  
RFP 101**

By: Andrew J. Youngross, P.E.  
January 5, 2011



December 29, 2010

Town of Lake Park  
535 Park Ave  
Lake Park, Florida, 33403

Attn: Ms. Maria Davis  
Town Manager

Re: Cost Study Analysis, Town wide Street Lighting

Dear Maria,

Please find this executive study on the Town-wide Street Lighting RFP 101. This Study is to be presented to the Town Commissioners at the commission meeting on January 5, 2011.

The Study is based on the as follows:

1. Develop a layout of proposed supplemental FPL lighting showing existing and town owned light fixtures.
2. Prepare a cost estimate based on Town owned LED Standard lighting fixtures (cobra head style) town wide with underground electrical distribution in the residential area, overhead and underground in the commercial area.
3. Prepare a cost estimate based on Town owned LED decorative light fixtures (Acorn style) in the residential areas with underground and overhead electrical distribution.
4. Prepare a cost study for adding supplemental FPL light fixtures to the residential and commercial areas for increased lighting. Include any additional costs to use premium FPL light fixtures in the residential area.
5. Include start-up costs and annual costs for the systems, and advise the commission on options for the system. Include alternate means for maintaining the systems using private companies; investigate the lease to own option from private equity firms.

The report includes 3 maps. The first map shows the layout of FPL supplemental light fixtures. The second map shows the layout for Town wide LED Cobrahead fixtures. The third map shows the residential acorn LED fixtures. Attached as appendix #1, is the FPL generated FPL fixture and pole locations in the town.

**Lease/Purchase Options:**

The lease/purchase option from various companies may not be allowed since securing the debt is not allowed by law. This can be explained further by Mrs. Anne Costello, Director of Finance for the Town. However, should the Town find a way to allow a private equity firm to offer a lease, the terms are becoming very stringent towards municipalities and the Town would have to provide at a minimum, 3 years of financials, and agree to a 10 year, 4% loan.

**FPL Lighting: (refer to the "FPL Supplemental Fixture Layout" map)**

The existing town presently has 340 light fixtures that are FPL owned and maintained. The average cost per year the town pays to FPL is \$62,000. The FPL fixtures are of various types and wattages. The addition of supplemental lights to the residential area is based on conversations with Town representatives and establishes a guide on how many lights to add. The existing lighting in the residential areas is mainly located at the intersections of the main streets in the town. There are some streets that have one additional street light located midway down the block. This study looked at adding FPL supplemental lighting in the residential area, it also included adding supplemental lighting in the commercial area along Old Dixie Highway.

For the residential area of the Town, the study cost estimate is based on adding two 150 watt cobra head light fixtures on concrete poles to the middle of the block spaced evenly. The study looked at overhead wiring and underground wiring. Based on the layout using either overhead or underground wiring, an estimated 263 lights on concrete poles is added to the residential area. For overhead wiring, an approximate 263 additional poles would be needed for wire support based on a maximum 150' pole spacing.

In the residential areas, at least 90 existing fixtures were found to be rated at 100 watts or less and were a type of fixture that is not efficient in lighting distribution. I recommend that these existing fixtures be replaced with newer 150W fixtures. The new fixtures will spread out the lighting more effectively but still will not be designed for street lighting per ISENA, rather the lighting is to provide general lighting in the area. There is an additional 12 fixtures that are 100 watts or less that were not found in the residential area. These fixtures could also be replaced, depending on where they are located.

The existing lighting along Old Dixie HWY and Water Tower Road can remain but the connecting roads do not have any lighting fixtures, or have a limited number of light fixtures. An estimated 62 new poles and fixtures are recommended for the supplemental lighting on these roads. These new supplemental lighting fixtures would be added to North and South Killian roads, Gateway road, Industrial road, 12<sup>th</sup>, 13<sup>th</sup> & 14<sup>th</sup> Streets.

By adding the new 263 fixtures, replacing the existing 90 fixtures mentioned, the Town will have about 250 existing fixtures of different wattages, 415 new fixtures for a total of 665 FPL fixtures.

**New supplemental FPL Fixtures with above ground wiring:**

The estimated cost to add supplemental FPL lighting is based on the FPL tariff standards and is estimated as follows: A minimum of 263 new fixtures (on concrete poles) plus an additional 263 concrete support poles for overhead wiring, replacing the 90 existing fixtures that are 100 watts or less was estimated to be \$117,600/yr more than doubling the cost the Town is currently paying FPL. This cost is only for adding the lights in the residential area. This cost includes maintenance, lamp replacement, pole replacement (if required) and during a hurricane, FPL will come and make repairs as necessary. Additionally, the cost to add 62 concrete poles with fixtures in the Commercial area with above ground wiring is estimated at an additional \$12,300/yr. A total cost for both the residential and commercial area is \$129,900/yr. This cost includes existing FPL fixtures that remain (approximately 250 fixtures).

**New Supplemental FPL fixtures with underground wiring:**

The cost associated with underground wiring in the residential area for 263 new fixtures is estimated to be \$148,100/yr to the Town operating budget. There is an additional cost to install underground conduit for the wiring. This cost the Town would have to pay a contractor to install the conduit using a directional bore machine. This machine tunnels a bore hole and pulls in behind the drill the conduit, reducing trenching. Bore holes at certain locations in the town would need to dug, where the machine is set up. By using this machine, costs associated with repairing driveways, sidewalks and roadways would be greatly reduced. The cost for installing the conduit is estimated to be \$1,000,000. This cost would have to be a debt service cost to the home owners.

**FPL Costs in Table Form (Above ground wiring)**

Item Description	Existing Annual operating Budget Cost \$/Yr	New Annual operating Budget Cost \$/Yr
Existing FPL Budget Cost 340 Fixtures	\$62,000	
Existing FPL 250 Fixtures To Remain		\$45,600
New FPL Residential only 263 fixtures		\$72,000*
New FPL Commercial Area 62 fixtures		\$12,300
Total's	\$62,000	\$129,900

\*includes the 90 fixtures to be replaced

**FPL Costs in Table Form (Underground wiring)**

Item Description	Existing Annual Budget Cost \$/Yr	New Annual Budget Cost \$/Yr
Existing FPL Budget Cost 340 Fixtures	\$62,000	
Existing FPL 250 Fixtures To Remain		\$45,600
New FPL Residential only 263 fixtures		\$59,800*
New FPL Commercial Area 62 fixtures		\$12,300
FPL Wiring		\$30,400
Total's	\$62,000	\$148,100
Debt Service (see debt service tables)		\$1,000,000**

\*this cost excludes the additional 263 poles needed for overhead wiring but includes the 90 fixtures to be replaced.

\*\* the cost represented by this number is the direct cost the town will need to pay a contractor to install the underground conduit.

Additionally, FPL has stated that the time frame to install town wide street lighting if given the go ahead from the town on January 3, 2011, would be about 2-3 years. This would include design by FPL, gathering all the materials, than installing the materials.

**LED Standard Town owned Lighting Town wide: (Refer to "LED Cobrahead Street Light Fixture Layout" Map)**

The addition of town owned and operated LED Cobra head style light fixtures on concrete poles are estimated as follows. Five different manufacturer light fixtures were used and an average placement and wattage was established. The average placement was determined based on wattage and spacing from the lowest wattage fixture to the highest wattage fixture of each manufacturer. Once the average light fixture placement was selected, a town wide layout was determined. A minimum of 800 LED fixtures was determined for a town wide system. This number of fixtures was increased to 1000 fixtures for budget purposes and for a safety factor since this layout is not an engineered designed layout. Once an engineering design has been established, the layout based on one manufacturer, the number of poles may be increased due to tree blockage, common lot line placement and a number of other un-foreseen obstacles that will impact the placement of light fixtures. The costs are calculated for both above ground wiring and below ground wiring. The costs are for budget purposes to establish the debt service and bond for 20 years.

**New LED Cobrahead Fixtures with Above Ground Wiring:**

Based on 1000 poles and fixtures, underground electrical distribution, electrical service points, the estimated cost to the town for startup is \$6.97 million. An additional cost of 3% of the construction cost (\$209,000) is estimated for engineering design and project management. This will bring the total cost to \$7,179,000. The number includes 79 fixtures in the commercial area. The cost of the 79 fixtures on concrete poles in the commercial area with overhead wiring is estimated to be \$326,500. If the poles in the commercial area are not to be installed, the budget number can be reduced to \$6,852,500.

**New LED Cobrahead Fixtures with Underground Wiring:**

Based on 1000 poles and fixtures, underground electrical distribution, electrical service points, the estimated cost to the town for startup is \$8.3 million. An additional cost of 3% of the construction cost (\$249,000) is estimated for engineering design and project management. The total estimated cost is \$8,549,000.

**LED Decorative Lighting Residential only: (Refer to the “Residential Decorative Light Fixture Layout” Map)**

The addition of town owned and operated LED Decorative (acorn style) light fixtures on decorative concrete poles was estimated the same way as for the Standard fixture placement above but only for the residential area in the Town. Based on the different type of fixtures, a minimum of 818 fixtures was determined for a town wide system. This number of fixtures was increased to 1050 fixtures for budget purposes and for a safety factor since this layout is not an engineered designed layout. Once engineering design has established the layout based on a manufacturer, the number of poles may be increased due to tree blockage, common lot line placement and a number of other un-foreseen obstacles that will impact the placement of light fixtures.

Based on 1050 poles and fixtures, underground electrical distribution, electrical service points, the estimated cost to the town for startup is \$7.1 million. An additional cost of 3% of the construction cost (\$213,000) is estimated for engineering design and project management. The total cost including engineering fees is \$7,313,000.

**LED Fixture operating Costs:**

The cost annually to operate the LED fixtures is based on an FPL rate of \$0.15 KW/hour, 353.3 hours per month (same hours as FPL charges the Town), and the cost of one electrician the Town would hire to maintain the system.

The annual cost to operate the town wide cobra head type fixture system is \$142,300/yr. The cost to operate the LED acorn in the residential area only is \$136,199/yr.

**LED Fixture Costs in Table Form.**

Item Description	Debt Service Cost, 20 year Bond	Annual Operating Budget Cost \$/Yr
LED Cobrahead Town wide on a concrete pole. <b>Above ground wiring.</b>	\$7.19 million	\$76,300**
		\$142,300
LED Cobrahead Town wide on a concrete pole. <b>Underground wiring.</b>	\$8.55 million	\$76,300**
		\$142,300
LED Acorn Residential Area only	\$7.32 million	\$70,100**
		\$136,100
Debt Service (see debt service tables)		

\*\* This cost represents the operating cost without a Town Electrician (\$66,000)

**For each LED debt service cost, the total cost included, \$150,000 for a bucket truck the town will need to purchase, and an estimated cost of \$610,000 to remove the existing FPL light fixtures in the areas where the new fixtures will be installed. The costs also included replacing the existing town owned metal halide acorn style light fixtures on Park Ave., in the Marina and in the Park.**

**Annual Operating Budget Cost Differences:**

Item Description	Annual Operating Budget Cost \$/Yr	Annual Operating Budget Cost \$/Yr
FPL Supplemental Lighting above ground wiring	\$129,930	\$129,930
FPL Supplemental Lighting below ground wiring	\$148,100	\$148,100
LED Cobrahead Town wide including the commercial area.	\$76,300*	\$142,300
LED Acorn Residential Area only	\$70,100*	\$136,100

\* This cost represents the operating cost without a Town Electrician (\$66,000)



**Based on Estimated 2011 Taxable Values (Estimated 12% Loss of Value)**

	<b>415,838,112</b>	<b>395,050</b>			
		<b>FPL</b>	<b>LED Above Ground</b>	<b>LED Below Ground</b>	<b>Decorative Acorn</b>
<b>Construction Cost</b>		<b>1,000,000</b>	<b>7,200,000</b>	<b>8,600,000</b>	<b>7,320,000</b>
<b>Loan/Bond Required</b>		<b>1,030,000</b>	<b>7,920,000</b>	<b>9,460,000</b>	<b>8,052,000</b>
Annual Debt Service		135,000	650,000	775,000	660,000
Millage Rate		0.34	1.65	1.96	1.67
<b>Estimated Annual Cost per Household for Twenty Years*</b>					
<b>Tax. Value of Home</b>					
<b>50,000</b>		17.09	82.27	98.09	83.53
<b>75,000</b>		25.63	123.40	147.13	125.30
<b>100,000</b>		34.17	164.54	196.18	167.07
<b>125,000</b>		42.72	205.67	245.22	208.83
<b>150,000</b>		51.26	246.80	294.27	250.60
<b>175,000</b>		59.80	287.94	343.31	292.37
<b>200,000</b>		68.35	329.07	392.36	334.13
<b>250,000</b>		85.43	411.34	490.44	417.67
<b>300,000</b>		102.52	493.61	588.53	501.20

Note: \$1,030,000 would be a bank loan plus fees with a 10 year term.  
Others would be 20 year bond issue with cost of issuance and a required debt service reserve fund making the loan more than just the cost of construction.

**Cons and Pros:**

The advantage the town has with going with FPL fixtures is the minimal upfront cost to implement the system. Also, the fixtures are maintained, repaired and replaced by FPL. Should a major Hurricane hit our area, FPL will replace any damaged fixtures after the storm has passed. The disadvantage with this system is less lighting in the residential street areas, more energy is used with this system.

The advantage the Town has with either LED system is more lighting on the street where it may be needed, less energy usage by these lights. The disadvantage is that if a hurricane hits our area, the Town is responsible for replacement and repair to the system, and high first cost if the system.

Prepared by: Andrew J. Youngross, P.E.  
Thompson Youngross Engineering Consultants.

# Appendix FPL Street Light Locations

**Town of Lake Park  
Cost Study Analysis  
Town-wide Street Lighting  
RFP 101**

**Andrew J. Youngross  
Thompson Youngross Engineering  
Consultants**



# Enlarged map of Lake Park



# Required Services RFP

- LED lighting on concrete poles, underground in residential areas Overhead and Underground in Industrial
- Cost Estimates of both Regular LED lighting, Decorative LED lighting, FPL Supplemental Lighting.
- Determine which existing streets with lighting shall be maintained and/or supplemented with additional FP&L fixtures
- Options Between FPL owned and Additional FPL Lighting  
Town owned and maintained

# Estimated Costs

- Existing FPL Lighting:
- Current Annual cost: average \$62, 000 based on 340 light fixtures, 154 poles.

Cost includes usage, maintenance, repair/replacement

# Estimated Costs

- FPL Lighting: Above Ground Wiring
- New 150w HPS Fixtures 263, Concrete poles, wire and conduit

Fixture unit Cost:	\$	10.79	
Non-fuel Surcharge:	\$	1.63	
Conservation Surcharge:	\$	0.558	
Capacity Surcharge:	\$	0.89	
Environmental Surcharge:	\$	0.042	
Storm Surcharge:	\$	0.20	
Fuel Charge:	\$	2.46	
<u>263 poles only</u>	\$	<u>3.85</u>	
Total pole Cost	\$	20.42/pole/month	
Fixture Cost:			\$ 64,500/yr
Replace 90 Fixtures (\$6.94 ea/pole/mo)			\$ 7500/yr
<u>Existing fixtures: 250</u>			<u>\$ 45,600/yr</u>
Total:			\$117,600/yr
Add the commercial area:	\$	<u>12,300/yr</u>	
Total both areas:			\$129,900/yr



# Estimated Costs

- FPL Lighting: Below Ground Wiring
- New 150w HPS Fixtures 263, Concrete poles, wire and conduit

Fixture unit Cost:	\$	10.79	
Non-fuel Surcharge:	\$	1.63	
Conservation Surcharge:	\$	0.558	
Capacity Surcharge:	\$	0.89	
Environmental Surcharge:	\$	0.042	
Storm Surcharge:	\$	0.20	
Fuel Charge:	\$	2.46	
<u>Total Fixture Cost</u>	\$	16.57/pole/month	
Fixture Cost:			\$ 52,300/yr
Replace 90 Fixtures (\$6.94 ea/pole/mo)			\$ 7500/yr
<u>Existing fixtures: 250</u>			<u>\$ 45,600/yr</u>
Total:			\$105,400/yr
<u>Add the commercial area:</u>	\$	<u>12,300/yr</u>	
Total both areas:			\$117,700/yr

# Estimated Costs

- FPL Lighting Underground Wiring:  
Additional costs Associated with FPL underground Fixture installation

These costs are paid by the city as part of the monthly cost.

Wire:	\$0.0362/foot	
Estimated circuit length:	70,000'	
Estimated wire Cost:	\$ 30,400/yr	
Estimated Town Cost:		
Fixture cost:	\$117,700/mo	
Wire Cost:	\$30,400/mo	
Additional Monthly Cost:		\$148,100

# Estimated Costs

- **Town Owned Town wide LED Streetlight:**

Based on Cobra head light fixture, concrete pole, underground electrical wire.

The design is based on an average spacing based upon the light distribution of 5 different lighting manufacturers.

The design is based on IESNA roadway design guidelines for residential roads with pedestrians.

# Estimated Costs

- Town Owned LED Cobra Head Streetlight: Overhead wiring

## Fixture cost:

LED cobra head fixture:	1000 @\$ 3500 *ea.	\$ 3.5 M
Additional poles		\$ 1.5 M
Acorn Fixtures		\$760,000
Wire Cost		\$ 300,000
FPL Removal Cost:		\$ 610,000
Bucket Truck		\$ 150,000
Electrical Service: (panel, meter, service)		\$ 150,000
Estimated cost to town:		\$6.97 M

## Additional Cost Engineering design and project management:

Estimated on 3% construction cost: \$209,000

\* (includes fixture, pole, arm mast, handhole, installation)

# Estimated Costs

- Town Owned LED Cobra Head Streetlight: Underground wiring.

## Fixture cost:

LED cobra head fixture:	1000 @\$ 3500 *ea.	\$ 3.5 mil
FPL Removal Cost: approx 170 fix @\$1900 ea.		\$ 323,000
Bucket Truck		\$ 150,000
Electrical Service: (panel, meter, service)		\$ 150,000
Electrical Distribution: (wire and conduit)		\$ 2.94 mil
Acorn Single Head: 102 @\$3700 ea.		\$ 380,000
Acorn Dbl Head: 71 @\$5400 ea.		\$ 380,000

Estimated cost to town:

\$8.3 mil

Additional Cost Engineering design and project management:

Estimated on 3% construction cost: \$249,000

\* (includes fixture, pole, arm mast, handhole, installation)

# Estimated Costs

- **Town Owned Residential LED Streetlight:**  
Based on Acorn Style decorative head light fixture, concrete decorative pole, underground electrical wire.

The design is based on an average spacing based upon the light distribution of 5 different lighting manufacturers.

The design is based on IESNA roadway design guidelines for residential roads with pedestrians.

# Estimated Costs

- Town Owned LED Acorn Head Streetlight:

Fixture cost:

LED Acorn single head fixture: 1050 @\$ 3700 *ea.	\$ 3.9 M
LED Acorn Dbl head fixture: 71 @\$5200 Ea	\$ 172,000
FPL Removal Cost:	\$ 610,000
Bucket Truck	\$ 150,000
Electrical Service: (panel, meter, service)	\$ 94,000
Electrical Distribution: (wire and conduit)	\$ 2.5 M
Estimated cost to town:	\$7.1 M

Additional Cost Engineering design and project management:

Estimated on 3% construction cost: \$213,000

\* (includes fixture, pole, arm mast, handhole, installation)

# Estimated Costs Per Household

Based on Estimated 2011 Taxable Values (Estimated 12% Loss of Value)

	415,838,112	395,050	FPL	LED Above Ground	LED Below Ground	Decorative Acorn
Construction Cost	1,000,000	7,200,000	1,000,000	7,200,000	8,600,000	7,320,000
Loan/Bond Required	1,030,000	7,920,000	1,030,000	7,920,000	9,460,000	8,052,000
Annual Debt Service	135,000	650,000	135,000	650,000	775,000	660,000
Millage Rate	0.34	1.65	0.34	1.65	1.96	1.67

Estimated Annual Cost per Household for Twenty Years\*

Tax. Value of Home	50,000	75,000	100,000	125,000	150,000	175,000	200,000	250,000	300,000
	17.09	25.63	34.17	42.72	51.26	59.80	68.35	85.43	102.52
	82.27	123.40	164.54	205.67	246.80	287.94	329.07	411.34	493.61
	98.09	147.13	196.18	245.22	294.27	343.31	392.36	490.44	588.53
	83.53	125.30	167.07	208.83	250.60	292.37	334.13	417.67	501.20

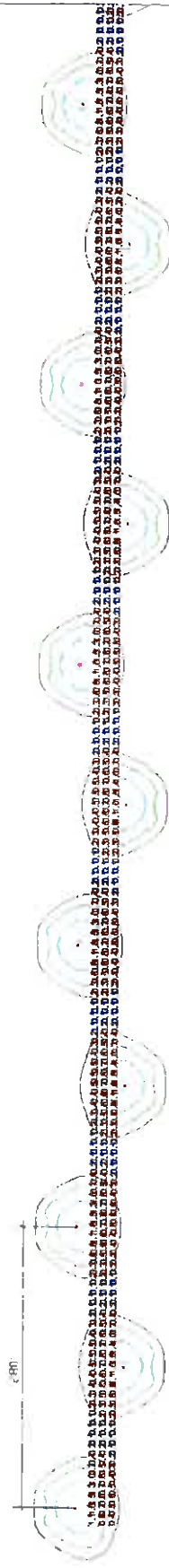


# Estimated Operating Costs

Item Description	Annual Operating Budget Cost \$/Yr	Annual Operating Budget Cost \$/Yr
FPL Supplemental Lighting above ground wiring	\$129,930	\$129,930
FPL Supplemental Lighting below ground wiring	\$148,100	\$148,100
LED Cobrahead Town wide including the commercial area.	\$76,300*	\$142,300
LED Acorn Residential Area only	\$70,100*	\$136,100

\* This cost represents the operating cost without a Town Electrician (\$66,000)

# Photometrics

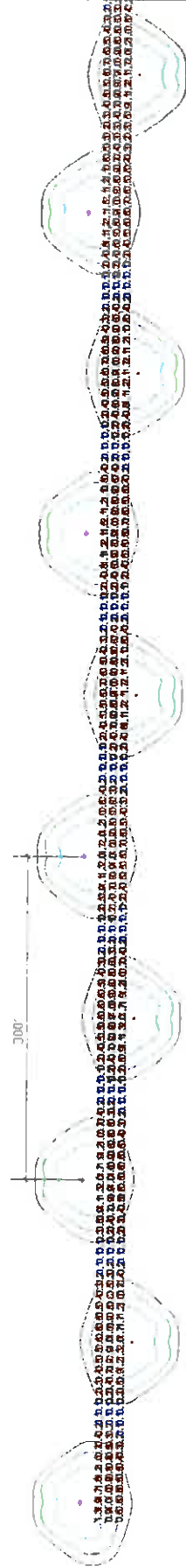


**LUMINAIRE SCHEDULE**


Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	MRI	10	BSP-17MMH-GL-DECK	Starwatts Series - Architectural Roundway	(1) Clear 175 MM ED28	B000073-ES	12000	0.72	190

**STATISTICS PSMH**

Description	Symbol	Avg	Max	Min	MountHt	AngleHt
ROADWAY	*	0.8 fc	1.2 fc	0.1 fc	16 ft	8.0:1



**LUMINAIRE SCHEDULE**

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LUF	Watts
	HPS	15	505-100HPS-GL-0803	Starwatts Series - Architectural Roadway	(1) Clear 150 HPS EDC3.5	50000212 856 150 watt HPS.LES	16000	0.61	171

**STATISTICS HPS ACORN**

Description	Symbol	Avg	Max	Min	Micro/Min	Avg/Min
ROADWAY	+	0.8 fc	2.1 fc	0.1 fc	21.0:1	0.5:1

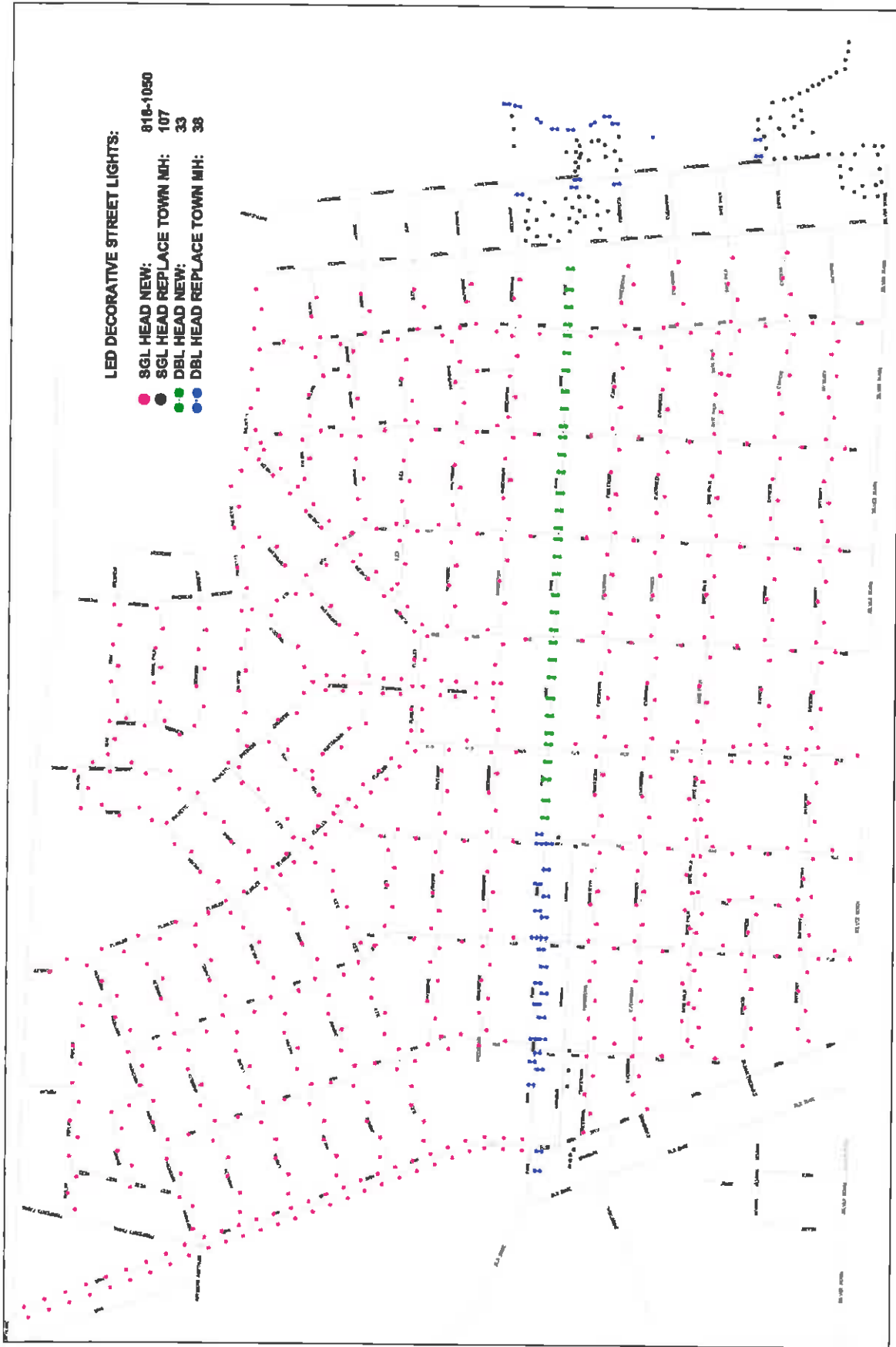


**LUMINAIRE SCHEDULE**

Symbol	Label	Qty	Catalog Number	Description	Luminaire	File	Luminaire U.F.	Watts
	HP8	18	SLS-8074/4LED4K-ACOR-LES-120-SPX-8KTX	Sevenside Series	(48 Luminaire Rated) White 80W SSL CW HIGH PERFECTION TECH Driver LPI1080-34-GG-338 @ 120.00	S002100811 SSS LED 4Lum	0.85	100.72

**STATISTICS LED ACORN**

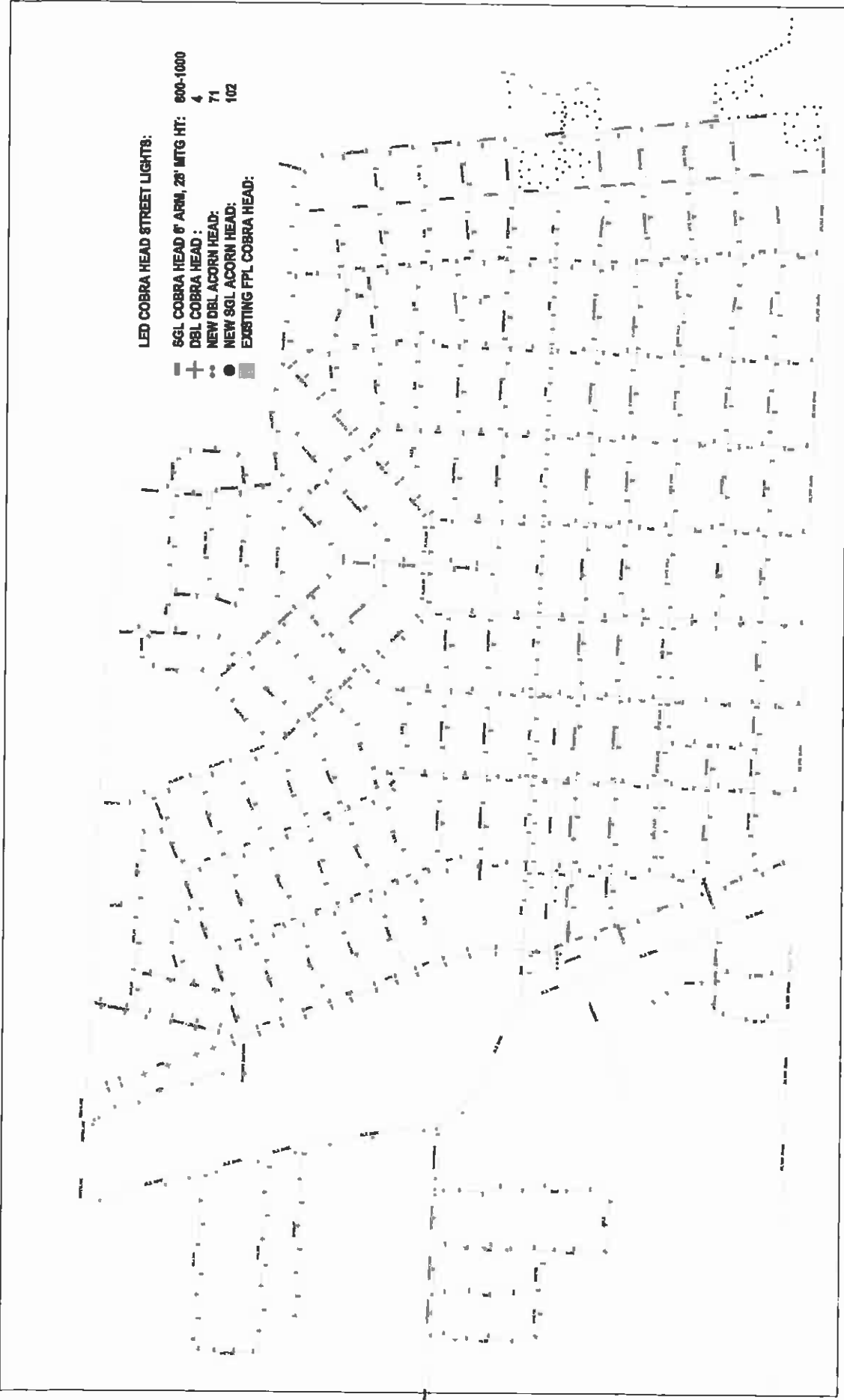
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ROADWAY	—	0.4 ft	1.1 ft	0.1 ft	11.0:1	4.0:1



**LED DECORATIVE STREET LIGHTS:**

- SGL HEAD NEW: 816-1050
- SGL HEAD REPLACE TOWN MH: 107
- DBL HEAD NEW: 33
- DBL HEAD REPLACE TOWN MH: 38

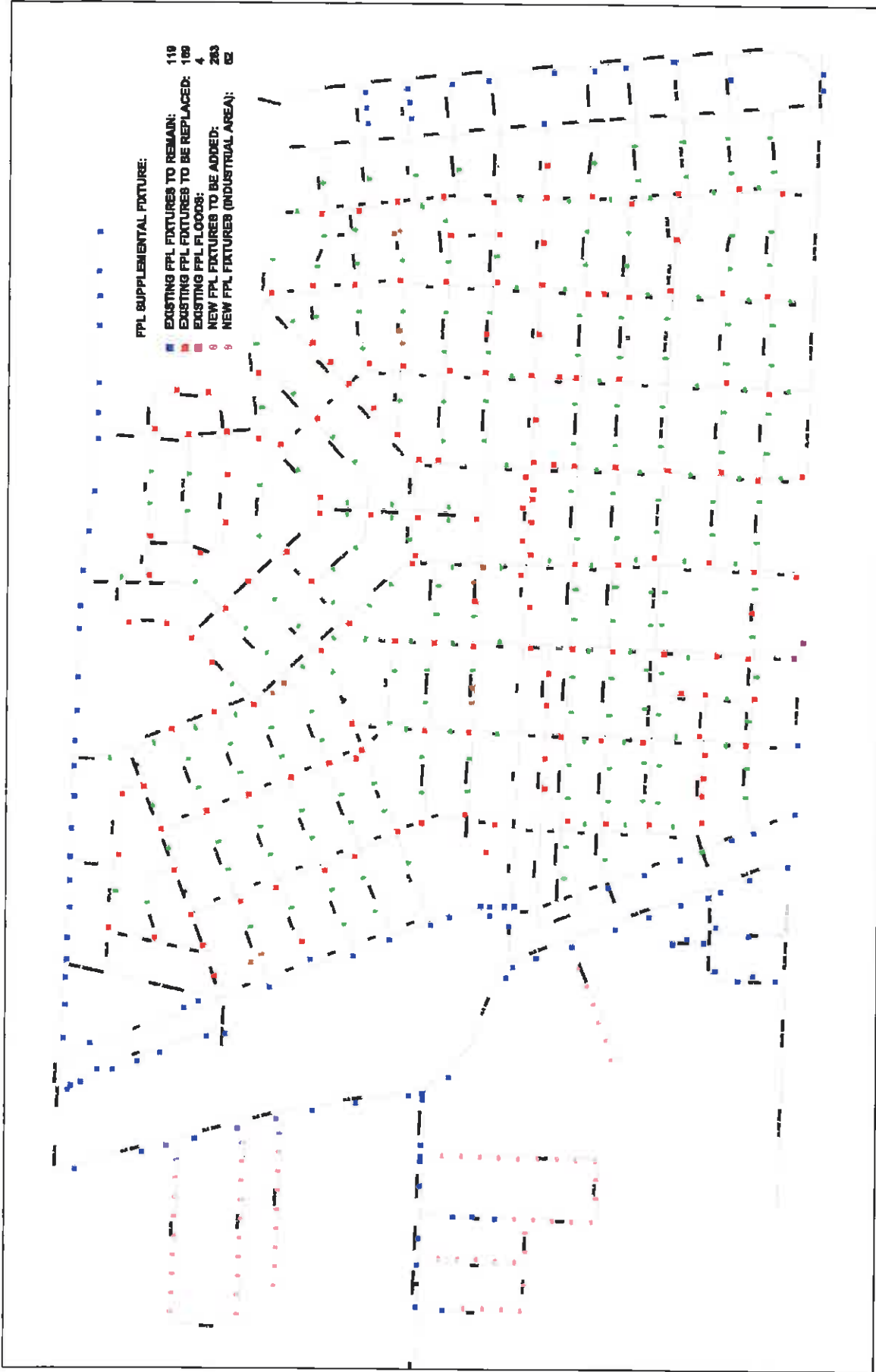
RESIDENTIAL DECORATIVE LIGHT FIXTURE LAYOUT



LED COBRA HEAD STREET LIGHTS:

- SGL COBRA HEAD 8' ARM, 28' MTG HT: 600-1000
- ⊕ DBL COBRA HEAD :
- NEW DBL ACORN HEAD: 71
- NEW SGL ACORN HEAD: 102
- EXISTING FPL COBRA HEAD:

LED COBRA HEAD STREET LIGHT FIXTURE LAYOUT



FPL SUPPLEMENTAL LIGHT FIXTURE LAYOUT





■ EXISTING FPL HPS TO BE REPLACED  
 ⊕ NEW FPL HPS

HPS FPL SUPPLEMENTAL LAYOUT

12/30/2010

A. Youngross, Principal









LED COBRAHEAD



12/30/2010

A. Youngross, Principal





- EXISTING FPL HP8 TO BE REPLACED
- NEW FPL HP8

HP8 FPL SUPPLEMENTAL LAYOUT  
SECTION



12/30/2010

A. Youngross, Principal



ERROR: ioerror  
OFFENDING COMMAND: image  
STACK:

# TAB 6



**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** January 5, 2011

**Agenda Item No.** *Tab 6*

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                                   |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> <b>DISCUSSION/POSSIBLE ACTION</b> |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> BID/RFP AWARD                                |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION   | <input type="checkbox"/> CONSENT AGENDA                               |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Flagler Boulevard Irrigation System; Phase II

**RECOMMENDED MOTION/ACTION:** Provide Direction to Staff

**Approved by Town Manager** *U. Davis*

**Date:** *12/22/10*

*David Hunt*  
David Hunt / Public Works Director

*12/22/10*  
Date of Actual Submittal

<b>Originating Department:</b> Public Works	Costs: \$15,000 Funding Source: Acct. #	<b>Attachments:</b> Memorandum and Proposal
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Information Technology _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____	<input type="checkbox"/> PBSO _____ <input checked="" type="checkbox"/> <b>Public Works</b> <i>JDH</i> <input type="checkbox"/> Recreation _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> <b>Please initial one.</b>

**Summary Explanation/Background:** Superior Sprinkler Systems, Inc. proposes to complete the Flagler Boulevard irrigation system project by installing sprinkler heads and/or rotors that shall provide 100% coverage, locating/uncovering buried control valves, and installing protective valve boxes where needed. Their submittal is a Time and Material contract which gives unit prices and a



Not to Exceed (NTE) budget figure of \$13,025. Kasper Electrical, Inc. proposes to repair the electric power supply feed to the eastern pump for \$1,439.

The project budget requires that a funding source be identified in the amount of \$15,000. If the Town Commission chooses to proceed with the project, the Town Manager has indicated that funding could be taken from the Non-Departmental Contingency Fund. Staff requests direction.



---

## MEMORANDUM

Date: December 7, 2010  
To: Maria Davis, Town Manager  
From: Dave Hunt, Public Works Director  
Subject: **Flagler Irrigation System, Progress Report**

---

Public Works personnel met with Superior Sprinkler System's foreman yesterday to confirm that all work had been satisfactorily completed for the current contract and to review the extent of work that remained. It was demonstrated that the system could bring one zone on at a time which was an indication that both the pumps and valves were operating correctly. Because of the high number of missing sprinkler heads in some zones, it took a while for one zone to completely shut off while the next zone was running. A 10% retainage shall be withheld from the current invoice until all heads are replaced and the system is able to shut a zone down completely before the next one comes on.

During yesterday's inspection an evaluation was made as to the extent of the work required to make both the east and west side systems whole. There are twenty valves buried along the length of Flagler that control the zones. Only eleven have been found. The remaining nine need to be located and have a valve box placed over them. At least five of the existing valve boxes need replacement as well.

It is estimated that approximately 30% of the sprinkler heads popped up during the inspection. A large number of these were leaning and/or had a bad spray pattern indicating a clogged nozzle. Many sprinkler locations could only be found by a wet spot on the ground. What could prove to be most costly is that long stretches of individual zones did not have any sign of water. Superior's foreman said that this probably indicated a blocked line which would require finding the feed line, tracing it back to the supply line and determining the source of the blockage and worst case, replacing the entire feed line. Complicating matters is that the supply line on the east side system is buried about 1½ to 2 feet deep as compared to the west side that is only about one foot deep. This will require more digging to get down to the connections.

Superior Sprinkler has submitted a proposal to complete the sprinkler head repairs on a Time and Material basis, with a notation stating that if \$1,000 is not sufficient to complete the work, another proposal shall be submitted. Superior's foreman said that the second proposal may be able to have a firm "not to exceed" (NTE) figure since the first \$1,000 should be able to give them an idea of the extent of trouble they are likely to encounter. Superior will charge the Town according to the following rates:

650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

*E-mail:* [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)



December 7, 2010  
Progress Report  
Page 2

Rates (cont):

- \$56 per hour for the first person on the job
- \$44 per hour for every other person
- \$7.62 each for pop-up sprinkler and nozzle (material only)
- \$21 each for rotor and nozzle (material only)
- Valve boxes and miscellaneous repair parts: prices to be determined

Superior cannot provide a hard estimate for services because there are too many unknown factors. I inquired about the estimated time to perform the task of locating the four valve boxes on the west side of Flagler. The time it takes to search for these buried valves that have not had a box around them for an extended period is the greatest unknown. Superior's foreman believes that under the worst case scenario it would take 2 workers two days to locate all four, dig them out and place a valve box around them. This would cost \$1,600 for the labor plus the cost of new valve boxes. With any luck, this may cost less.

Another hard cost that can be estimated is for the sprinkler heads. A sprinkler head has pliable rubber seals and gaskets that prevent it from leaking while under pressure and allow the pop-up stem to withdraw flush to the ground when not in use. These rubber components get brittle with age. The heads in the Flagler system are so old and the gaskets so dry-rotted that even the few heads that are popping up now will probably fail in the next 6 months. I have previously estimated that there are 315 pop-ups and 22 rotors in the Flagler medians. It will cost almost \$2,900 in parts alone to replace all of them.

The labor cost cannot be estimated as some sprinkler pipe ends must be located, the source of blockage identified and the obstruction cleared or the parts replaced to get water to flow to the head. Many of the heads that are spraying still need to be dug up and straightened and the tree roots that have pushed them over cut out.

Judging by the amount of time it has taken Superior to complete the first phase of the project, the remainder is well beyond the capacity of Town staff. Public Works will have its hands full just maintaining this system which was not budgeted for in FY 2010/2011. The turf will probably have "hot spots" due to what Superior considers a poor sprinkler head pattern. The optimum sprinkler head layout would have the heads running along the side of the road, pointing into the median, rather than down the middle spraying out to the road.

650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

*E-mail:* [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)

Town of  
**LAKE PARK**



**Department of  
PUBLIC WORKS**

December 7, 2010  
Progress Report  
Page 3

Another liability that must be addressed now that the pump is running on the eastern side of Flagler is the repair of the electric service. The concrete power pole must be straightened and the fuse box/disconnect and conduit running to the pump replaced due to rust. An electrical contractor has been contacted to provide a quote for this work.

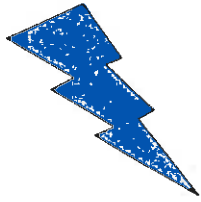
Town purchasing procedures allow me to authorize work up to \$1,500 without three quotes. I am certain that the labor and material required to complete the Flagler irrigation system will exceed that amount. I had expected Superior Sprinkler Systems to be able to give me some idea of the extent of work needed to complete the project once pressure had been restored to the system. They still cannot provide the information I need to competitively quote the remainder of the project or prepare a budget estimate.

I am seeking direction as to how I can get the Flagler Boulevard irrigation renovation project completed. Is it permissible to proceed with a no-bid, time and material contract that has no hard "not to exceed" figure? Should Superior be given a fixed amount to work with, get a better feel for the work necessary to complete the project, and then come back to the Town with a firm NTE figure? I shall also need a funding source identified for these irrigation repairs as well as the electric upgrades.

cc: Superior Sprinkler Systems, Inc.

650 Old Dixie Highway, Lake Park, Florida 33403 \* (561) 881-3345 \* Fax: (561) 881-3349

*E-mail:* [publicworks@lakeparkflorida.gov](mailto:publicworks@lakeparkflorida.gov)



**KASPER ELECTRICAL INC.** 1321 S. Killian Dr. Ste. A  
**PHONE (561) 845-1660** LAKE PARK, FL 33403  
**FAX (561) 845-1575** LIC. # EC-0001409

**PROPOSAL**

<b>TO:</b> J. David Hunt Public Works Director Town of Lake Park 650 Old Dixie Hwy. Lake Park, FL 33403 561-881-3345(ph) 561-881-3349(fax)	<b>FROM:</b> Justin Kasper  <b>JOB NAME:</b> Irrigation Service <b>DATE:</b> December 22, 2010 <b>JOB LOCATION:</b> Flagler and E Ilex <b>JOB PHONE:</b> 561-881-3345
---	--

**PROPOSAL TO INCLUDE:**

Supply labor and material to complete the following:

1. Re-set existing service pole.
2. Re-feed existing irrigation pump
3. Change out disconnect

<b>NOT INCLUDED IN PROPOSAL AMOUNT:</b> Permit fees	<b>TOTAL JOB COST FOR PROPOSAL:</b> \$ 1439.00  <b>AUTHORIZED SIGNATURE:</b> <u>Justin Kasper</u>
--	---

**ACCEPTANCE OF PROPOSAL**

<b>CONDITIONS OF PROPOSAL</b>  30 days	<b>SIGNATURE:</b> _____ <b>Date of signature:</b> _____
--	--



**Superior Sprinkler Systems, Inc.**  
SINCE 1954

Proposal Submitted to: M. DAVIS / DAVE HUNT

Work to Be Performed at:

Name **THE TOWN OF LAKE PARK**  
Street **650 OLD DIXIE HIGHWAY**  
City **LAKE PARK**  
State **FLORIDA 33403**  
Phone **881-3345** Fax **881-3349**

Owner/Job **TOWN OF LAKE PARK**  
Address  
Job Address **FLAGLER BLVD.**  
Job Phone  
Legal

*Specifications:*

**This proposal is to perform head and valve work on a time and material basis. Hourly rates; \$56.00 Technician & \$44.00 Helper.**

**Head work as needed 100% coverage. NTE \$9,125.00**

**Locate and uncover all valves. NTE \$2,700.00**

**Install valve boxes where needed. NTE \$1,200.00**

**Material; 4" Popup w/nozzle \$7.62. Pro-plus rotors \$21.00. 10" Valve Box's as needed \$29.95**

*Prices and Terms:*

For the sum of..... **\$13,025.00** ..... (U.S. Dollars) SALES TAX AND/OR PERMIT FEES IN ADDITION AS APPLICABLE  
Down Payment.....with signed contract  
Balance.. **ON COMPLETION** ..... 80% of each weeks work due on completion and payment in full upon completion.

**EXISTING ELECTRIC**

**PLEASE SEE OUR WARRANTY ON THE BACK OF THIS PROPOSAL.**

Prices quoted are with non-union labor and are effective for 60 days. Increases in material and/or labor costs beyond the control of SUPERIOR SPRINKLER SYSTEMS, INC. after this time period will become an Extra Charge payable by the purchaser.

Any alteration, addition, modification, omission, or deviation from the above specifications will be executed only upon written, signed orders, and if extra costs are incurred including repairs to existing underground pipes or wires damaged during our excavation, such will become an Extra Charge payable by the Purchaser.

The Purchaser agrees to accept this Agreement and the work hereunder SUBJECT to Strikes, Fires, Acts of God, the Elements, or Accidents and other delays and Casualties beyond the control of the Seller for which the Seller shall not be liable.

Should it be necessary to place any amount due in the hands of an attorney for collection or to collect any amount through legal action or proceeding, the Purchaser and the Party signing agree to pay reasonable attorney fees, court costs and deferred interest at 18% per year thereon.

All material covered herein shall remain the property of SUPERIOR SPRINKLER SYSTEMS, INC. until paid for by cash in full.

Respectfully Submitted:

Date 12/17/2010

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, conditions on both sides of this proposal are hereby accepted. You are authorized to do the work as specified and payment will be made as outlined above. The person signing below warrants he has full authority to enter into this Agreement in the capacity as herein represented and for and on the behalf of the stated Purchaser.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_